

Craft Workers and Designer-Makers

Policy Wording



Craft Workers and Designer-Makers Policy

Thank **you** for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

Craft Workers and Designer-Makers Policy

Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

- a) the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
- b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the insured sections of this policy, provided that the **damage or bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are Insured.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.



James Reader
Chief Executive Officer
Covea Insurance plc
Registered in England and Wales No. 613259
Registered Office: Norman Place, Reading RG1 8DA.

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Helplines

DAS Helplines

You can contact DAS's UK based call centres 24 hours a day, seven days a week. However DAS may need to arrange to call **you** back depending on the enquiry. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.

To help DAS check and improve service standards, all inbound and outbound calls (other than those to the Counselling Helpline) may be recorded.

Eurolaw Legal Advice Service

This will give **you** confidential legal advice over the 'phone on any commercial legal problem affecting **your business**, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

The legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the matter to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Tax Advice Service

This will give **you** confidential advice over the 'phone on any tax matters affecting **your business**, under the laws of the United Kingdom. Tax advice is provided by tax advisors 9am - 5pm Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call **you** back.

To contact the above services, 'phone 0117 934 0192 quoting your policy number.

Business Assistance

In the event of an unforeseen emergency affecting **your premises** which causes **damage** or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

To contact the above services, 'phone 0117 934 0192 quoting your policy number.

Counselling

This will provide **your employees** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

To contact the Counselling Helpline, 'phone 0330 134 8165. These call are not recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not 'phone these numbers to report a general insurance claim.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact DAS at employmentmanual@das.co.uk with **your** email address, quoting **your** policy number and they will contact you by email to inform you of future updates to the information.

DAS Business Law

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using smart document builders.

You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

To access DASbusinesslaw, **you** will need to visit www.dasbusinesslaw.co.uk and register using the voucher code DAS472301. Insert **your** policy number prefixed by "STER".

Glass Breakage Helpline

A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by **your** policy, the cost will be paid direct by **us**.

To contact Glassolutions phone them on 0333 003 3388.

Customer Service Information

Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

Clear Insurance Management Ltd

This policy is arranged for you by Clear Insurance Management Ltd.

[Clear Insurance Management Ltd is a private company limited by shares incorporated in England and Wales under registered number 3712209].

Its Registered Office is [1 Great Tower Street, London EC3R 5AA]. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 307982. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. Alternatively, if **you** have hearing or speech difficulties and have access to a text telephone **you** can call any of **our** numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

Promise of satisfaction and service

We are confident that **your** Craft Workers and Designer-Makers Policy will bring **you** complete satisfaction.

If this policy does not meet **your** needs, **you** have the right to cancel it for a period of 14 days from the date **your** policy begins or from the date **you** receive this policy document if this happens later. If **you** cancel it in this period **you** will receive a full premium refund. If **you** have made a claim or an incident giving rise to a claim has occurred during this period, **you** must reimburse **us** for any claims payments **we** have made, or may be required to pay.

Please see the General Condition - Cancellation on page 14.

Confidentiality

We promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

Notification of a claim

If **you** have a claim, or are aware of an incident that could result in a claim, please contact Clear Insurance Management Ltd or Covea Insurance plc on 0330 134 8187.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

Customer Service Information

Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact **your** broker.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled **you** should contact **us**:

The Customer Services Manager,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4JX

or telephone **us** on 0330 134 8194

or email **us** at information@coveainsurance.co.uk

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR;

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website www.financial-ombudsman.org.uk

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

How we use your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

Customer Service Information

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or

email: dataprotection@coveainsurance.co.uk.

Employers Liability Tracing Office

Certain information relating to **your** insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

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

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their **course** of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

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

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

act of terrorism	<p>an act or threatened act 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 any government and</p> <ul style="list-style-type: none">• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and• is committed for political, religious, ideological or other similar purposes
basement	any storey of the buildings which is partially or wholly below ground level
bodily injury	death, injury, illness, disease or shock – (not applicable to Legal Expenses sub-section)
building, buildings	<p>the building or buildings stated in the schedule including</p> <ul style="list-style-type: none">• outbuildings• walls, gates and fences around the building and belonging to you• permanent fixtures and fittings including alarms systems• car parks, driveways, paths, steps and roadways• piping, ducting, cabling and control gear• fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines• sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines• air conditioning and central heating systems• foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations• underground services <p>on the premises or extending to the perimeter of the premises and for which you are legally responsible</p>
business	the business as stated in the schedule including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees , first aid, medical, ambulance, fire and security services and maintenance of the premises
business hours	the period during which the premises are occupied by you or your authorised employees for the purposes of the business
computer equipment	<ol style="list-style-type: none">1. electronic, computer or other data processing and/or storage equipment2. projectors printers scanners and other peripheral computer devices used in conjunction with 1)3. software and programmes licensed to you and installed on 1) <p>but excluding portable computer equipment</p>
damage	loss, destruction or damage unless otherwise excluded
employee	<p>in connection with your business any</p> <ul style="list-style-type: none">• person under a contract of service or apprenticeship to you• labour master or labour only sub contractor or person supplied by them• self employed person providing labour only• trainee or person undergoing work experience, training, study or exchange scheme• person hired to or borrowed by you• voluntary workers
Europe	the United Kingdom , the countries of the European Union, the Isle of Man and the Channel Islands

Definitions

excess	the amount for which you will be responsible and which will be deducted from each and every claim
Great Britain	England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands
income	the money paid or payable to you for sales less the cost of purchases and for work done and services rendered all in the course of business at the premises
indemnity period	the period beginning with the date of damage and lasting for the period during which your business is affected as a result of the damage , but not longer than the maximum indemnity period
intruder alarm installation	the component parts of the alarm including the means of communication used to transmit signals
maximum indemnity period	twelve months unless otherwise stated in the schedule
notifiable human infectious or contagious disease	Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without our prior written consent.
operative sections	the sections which you have selected and for which cover is provided by this policy
overnight	between the hours of 21.00 and 06.00
period of insurance	the period stated in the schedule as the period of insurance
photographic equipment	photographic and associated equipment including printers, telescopes, video cameras or camcorders, binoculars, sound recording equipment, televisions, projectors, unexposed films, props, portfolio, negatives or transparencies owned by you or for which you are legally responsible for the purposes of the business
pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed)
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
portable computer equipment	<ol style="list-style-type: none">1. laptops palmtops and notebooks2. personal digital assistants (PDAs)3. projectors printers scanners and other peripheral devices which are designed to be carried and used in connection with other portable computer equipment4. removable satellite navigation systems5. digital cameras
premises	the buildings and the land inside the boundary of the risk address stated in the schedule occupied by you for the purpose of the business

Definitions

products	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control
property insured	property comprising trade contents, stock, computer equipment, photographic equipment and portable computer equipment for an amount not exceeding the sum insured stated against this section in the schedule
schedule	this provides details of you , the period of insurance , the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
stock	stock and materials in trade including <ul style="list-style-type: none">• raw materials• work in progress• finished goods• goods in trust
territorial limits	the United Kingdom , the Isle of Man and the Channel Islands
unattended vehicle	any vehicle left without you , an employee of yours or a responsible adult authorised by you , in attendance
United Kingdom	Great Britain and Northern Ireland
unoccupied	empty, vacant or no longer used for a period of more than thirty consecutive days
vehicle	any road vehicle including trailers and containers
we, us, our	Covea Insurance plc unless otherwise stated
working day of the driver	the period in any day during which a vehicle is being used for purposes in connection with the business
you, your, yours	the person, persons or company named as the Insured in the schedule .

General Conditions

Applicable to all sections

Cancellation

You may cancel this policy by giving written instructions to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

You may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the later, returning the policy document and **schedule** to **us** at the above address.

You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

We, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days' notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

- a) not
 - i. paying a premium when it is due
 - ii. co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
 - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

Change in risk

You or **your** insurance broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation.

This policy shall be avoided if:

- a) **your** interest ceases other than by death
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

General Conditions

Applicable to all sections

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy.

If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fair Presentation of the Risk

You must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

- a) such failure was deliberate or reckless; or
- b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

- a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

General Conditions

Applicable to all sections

Fair Presentation of the Risk (continued)

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- a) will not pay the claim;
- b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- a) making a claim which is fraudulent, fictitious or known to be false
- b) intentionally exaggerating or inflating a claim
- c) supporting a claim with false or forged documents, information or statements
- d) wilfully causing **damage** or injury

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

General Conditions

Applicable to all sections

Reinstatement of sum insured

We will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

Rights

We are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Security

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom are removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

Subjectivity

We will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Cancellation Condition of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

General Conditions

Applicable to all sections

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- a) is operative only in connection with particular premises or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **damage, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your** own insurer for the difference and will bear a proportionate share of the loss.

General Exclusions

What you are not covered for

1. Applicable to all Sections

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction

However, subsequent **damage** which is otherwise covered by **your** policy is nevertheless insured.

2. Applicable to all Sections other than Liability

We will not pay for **damage** to the **property insured** resulting from or arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

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

Pollution or Contamination

- a) to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Business Interruption Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Process of Heat

To property undergoing any process involving the application of heat.

General Exclusions

What you are not covered for

Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of **your** family or household is concerned as principal or accessory.

Unoccupied Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- b) whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

Unexplained Losses

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

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause.

Northern Ireland

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

3. Applicable to all Liability Sections other than Employers' Liability

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

Any liability for

- a) **bodily injury** or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Asbestos

- a) any liability arising directly or indirectly out of exposure to, inhalation of, or fears of the consequences of exposure to or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or **damage** to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

Public and Products Liability Section

What you are covered for

- 1 **We will pay you** for all amounts which **you** shall become legally liable to pay as damages in respect of
- accidental **bodily injury** to any person
 - accidental loss or accidental destruction of or accidental damage to material property
 - accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
 - wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person arising out of the ownership of the **premises** or in the course of the **business** and occurring
 - during the **period of insurance**
 - within **Europe**
 - elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work
 - anywhere in the world caused by **products**

2 **Compensation for court attendance**

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to £250 per person per day.

3 **Contingent motor liability (non-owned vehicles)**

We will pay you for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**. Provided **we** will not be liable

- for loss of or destruction of or damage to such vehicle or to goods being carried
- for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
- in respect of liability more specifically insured under any other insurance
- in respect of liability arising outside the **territorial limits**.

4 **Corporate Manslaughter**

We will pay you in respect of

- a) legal costs and expenses incurred with **our** prior written consent, and
- b) prosecution costs awarded against **you** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
- where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment

We will not be liable for

- any fines or penalties or the cost of implementing any remedial order or publicity order
- an appeal against any fines penalties remedial order or publicity order
- any costs incurred which result from the failure to comply with any remedial order or publicity order
- costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
- costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

Public and Products Liability Section

5 Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the Maximum amount payable shown in the **schedule**.

6 General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of costs and expenses

7 Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

We will not be liable

- a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings c) if **you** are entitled to payment under any other policy.

8 Health and Safety at Work etc. Act 1974

We will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**

9 Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
 - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare or- ganisations or first-aid, medical, ambulance, fire or security services
 - c) any bona fide member of **your** organisation
 - d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
 - e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - f) the owner of plant hired by **you** but only to the extent of the conditions of hire
 - g) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**

Public and Products Liability Section

10 Libel and Slander

We will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business**

Provided that

- a) **our** liability shall apply solely to **your** in house publications including websites and trade publications
- b) **our** liability shall not exceed £10,000 in any one **period of insurance**.

11 Overseas Personal Liability

We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above who is entitled to payment under any other policy.

12 Premises leased, hired, rented or in custody or control

We will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.

We shall not be liable for legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract.

13 Consumer Protection and Food Safety Acts – Legal Defence Costs

We will pay **you** and at **your** request any director partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**.

We will not be liable for

- a) the payment of fines or penalties
- b) proceedings or appeals in respect of deliberate acts or omissions c) costs and expenses insured by any other policy.

14 North American Exports

Products exported to the United States of America or Canada subject to the maximum value of products exported in any one period of insurance being no more than £50,000.

We will not be liable for

- a) the first £250 in respect of accidental loss or destruction of or accidental damage to material property arising in the United States of America or Canada

In respects of liability arising from products exported to the United States of America or Canada the maximum amount payable not exceed the amount stated in the schedule inclusive of:

- a) all legal costs recoverable from you by the claimant
- b) any other costs and expenses of litigation incurred with our written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with our written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

Public and Products Liability Section

Maximum amount payable

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed

- i) the amount shown in the **schedule** or £5,000,000 whichever is the lesser, for any occurrence which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- ii) the amount stated in the **schedule** as regards any other occurrence but the amount shall be the maximum amount payable in any one period of insurance in respect of liability arising out of **products**.

We will also pay

- a) all legal costs recoverable from **you** by the claimant
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy

What you are not covered for

We will not pay for claims made under this section of the policy in respect of:

- 1 **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
- 2
 - a) loss or destruction of or damage to property
 - b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under Cover 3 - Contingent motor liability of this section
- 3 loss or destruction of or damage to
 - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premise**
 - iii) as insured under Cover 12 - Premises leased, hired, rented or in custody or control
- 4 legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
- 5 liability arising from or caused by loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
- 6 loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
- 7 loss or destruction of or damage to property which **you** or any of **your employees** are or have been working on
- 8 fines, penalties or liquidated, punitive or exemplary damages
- 9 legal liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) the making up, sale or supply of any drug or medical preparation normally obtainable on prescription from a medical practitioner
 - c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides.
 - d) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by **you**
- 10 any **products** which with **your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
- 11 any **products** which with **your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
- 12 liability caused by or arising from **products** where the action is brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or are represented by a person or company holding your Power of Attorney
- 13 the **excess** shown in the **schedule** for accidental loss or destruction of or accidental damage to material property only

Public and Products Liability Section

Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
 - a) the maximum amount payable shown in the **schedule** less any amount already paid
 - b) any lesser amount for which such claim or claims can be settled**we** shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.
2. It is a condition precedent to **our** liability in respect of **damage** caused by fire or explosion that the undernoted precautions shall be complied with whenever blow lamps, blow torches or hot air guns are used in connection with any work anywhere other than on the premises
 - a) a suitable employee of the insured be appointed at each site of operations to be responsible for fire safety for each period of work and to ascertain the location of fire alarms and fire extinguishing appliances installed by the occupier(s)
 - b) specific permission in the form of a hot work permit to commence such work be obtained from a responsible individual at the building or place at which such work is to be undertaken
 - c) the work to be performed only by trained personnel
 - d) the area within 10 metres in which such blow lamps, blow torches or hot air guns are to be used shall first be cleared of loose combustible material and segregated by the use of screens constructed of incombustible materials
 - e) the area on the other side of walls or partitions where work is to be undertaken shall first be inspected to ensure that there be no combustible materials directly or indirectly in danger of ignition
 - f) combustible floors in the segregated area shall be covered with sand or protected by overlapping sheets of incombustible materials
 - g) suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any heat work h) blowlamps, blow torches, hot air guns or their gas cylinders shall be filled or changed only in the open and not in the confines of any building
 - i) gas cylinders shall be kept outside the building in or on which the work is being undertaken and stored away from any obvious fire hazard
 - j) blowlamps, blow torches or hot air guns shall be lighted for as short a time as possible before use and extinguished immediately after use
 - k) lighted blowlamps, blowtorches or hot air guns shall never be left unattended
 - l) an examination shall be made in and about the area in which such equipment has been used immediately upon completion of any period of work to detect potential sources of fire or explosion and again after one hour of completion of such work to ensure that there is nothing smoldering and that there is no risk of fire.

Employers' Liability Section

What you are covered for:

- 1 **We** will pay all amounts which **you** shall become legally liable to pay as damages in respect of accidental **bodily injury** to any **employee** if such **bodily injury** arises out of and in the course of his employment by **you** in the **business** and caused
- during the **period of insurance**
 - within **Europe**
 - elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**

2 **Compensation for court attendance**

We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to £250 per person per day.

3 **Corporate Manslaughter**

We will pay **you** in respect of

- legal costs and expenses incurred with **our** prior written consent and
- prosecution costs awarded against **you** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

- any fines or penalties or the cost of implementing any remedial order or publicity order
- an appeal against any fines penalties remedial order or publicity order
- any costs incurred which result from the failure to comply with any remedial order or publicity order
- costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

4 **Cross liabilities**

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount payable as shown in the **schedule**.

5 **Health and Safety at Work etc. Act 1974**

We will pay **you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- any fines or penalties or the cost of implementing any remedial order or publicity order
- an appeal against any fines, penalties, remedial order or publicity order
- costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- proceedings arising out of any deliberate act or omission by **you**.

Employers' Liability Section

What you are covered for:

6 Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- e) the owner of plant hired by **you** but only to the extent of the conditions of hire f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

7 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy arising out of and in the course of employment in the **business** will not exceed
 - i) £5,000,000 for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
 - ii) the amount stated in the **schedule** as regards any other **bodily injury** in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.

Employers' Liability Section

Special Conditions

1. The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
2. **We** may at any time pay to **you** the amount of the maximum amount payable shown in the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

Business Property All Risks Section

What you are covered for:

- 1 **We** will pay for **damage** to **property insured** occurring within the territorial limits or whilst at any fair, show or exhibition anywhere in the world.
- 2 **Goods in transit**
 - a) **We** will pay for **damage** to **stock** whilst in the course of transit
 - i) in or on any **vehicle** owned or operated by the insured or by an independent road haulier
 - ii) by rail
 - iii) by postworldwide including whilst loading and unloading.
Our liability will not exceed 20% of the Business Property All Risks Section sum insured or £5,000 whichever is the lesser
 - b) **We** will pay the costs and expenses necessarily and reasonably incurred in
 - i) the removal of debris following **damage** to the property insured
 - ii) the transfer of the property insured to another **vehicle** and its delivery to the original destination or place of collection following fire or an accident involving the **vehicle**whilst the property insured is being carried in or on any **vehicle** owned or operated by **you**.
Our liability will not exceed £1,000 in any one **period of insurance**.
 - c) **We** will pay for **damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **you** or for which **you** are legally responsible, whilst being carried in or on any vehicle owned or operated by **you**.
Our liability will not exceed £1,000 in any one **period of insurance**.

Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed:

- a) 25% of the sum insured stated against this section in the **schedule** or £5,000 (whichever is the greater) in respect of **portable computer equipment**
or
- b) the sum insured stated against this section in the **schedule** for all other items or where otherwise specified within the individual cover items under **What you are covered for**.

Basis of claims settlement

In the event of **damage** to **property insured** by this section **we** will pay:

- **stock** - the cost price of replacing the goods at the time of the **damage**
- the cost of repairing or replacing all other property equal to its condition when new provided that:
 - a) this is carried out without delay and in the most economical manner
 - b) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
 - c) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
 - d) where for any reason no payment is to be made on the basis of repair or replacement as new (liability being otherwise admitted) then **our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read as follows-

In the event of **damage** to **property insured** by this section **we** will pay the cost of repairing or replacing the property at the time of **damage** after due allowance for wear, tear or depreciation.

Additional Clauses

1) Contract Price

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

Business Property All Risks Section

What you are not covered for

- 1 **damage** caused by or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - c) faulty or defective workmanship operational error or omission caused by **you** or any of your employees
 - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
 - e) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - g) use of any article contrary to manufacturers' instructions
 - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
 - i) change in temperature colour flavour texture or finish
- 2 **damage** by theft or attempted theft from
 - a) any **unattended vehicle**
 - b) any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- 3 breakage of brittle articles unless forming part of photographic equipment
- 4 losses not directly associated with the incident that caused the insured to claim
- 5 **damage** to property stored in any outbuilding or **basement** caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the **basement**
- 6 **damage** caused by theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position
- 7 in respect of **stock** whilst in transit
 - a) delay, loss of market, loss of profit
 - b) losses not directly associated with the incident that caused the insured to claim
 - c) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the vehicle
 - d) **damage** to
 - i) livestock or other living creatures or organisms or cultures
 - ii) explosives or other dangerous goods
 - e) **damage** caused by
 - i) marring, scratching or denting, mechanical or electrical defect, failure, breakdown or derangement
 - ii) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - f) **damage** due to leakage, spillage, contamination or deterioration unless caused by fire, theft or an accident involving the vehicle
 - g) **damage** resulting from faulty packing or labelling
 - h) **damage** to property conveyed in any soft or open topped or soft or open sided vehicle caused by
 - i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **vehicle**
 - j) storm or malicious damage
 - k) **damage** by theft or attempted theft from any
 - i) **unattended vehicle** unless all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
 - ii) **unattended vehicle overnight** or after the completion of any **working day of the driver** unless all windows and other openings have been closed and the **vehicle** is locked and garaged in a secure building or is locked and parked in a locked and completely enclosed yard
- 8 the relevant excess as stated in the **schedule**.

Special condition

It is a condition precedent to **our** liability that

- a) **you** shall take all reasonable measures to ensure that any vehicles owned or operated by **you** are roadworthy and loaded in a safe and appropriate manner and that all locking and other protective devices are maintained in good working order.
- b) all keys to any **unattended vehicle** owned or operated by **you** shall be removed from such **vehicle** to a place of safety whenever the **vehicle** is left loaded.

Business Interruption Section

What you are covered for:

- 1 In the event of **damage** to any **building** or **property insured** or any part thereof used by **you** at the premises for the purposes of the **business we** will by payment indemnify **you** in respect of
 - a) any loss of **income** or additional expenditure incurred as a result of the **business** at the **premises** being interrupted or interfered with in consequent of such damage provided that at the time of the happening of the damage there shall be in force an insurance covering **your** interest in the property at the premises against such damage and that payment shall have been made or liability admitted therefore under such insurance
 - b) professional accountants' charges incurred in accordance with the basis of claims settlement.
- 2 **Prevention of Access**

Loss of **income** resulting from interruption of or interference with the **business** in consequence of **damage** to property within ten miles of the **premises** which prevents or hinders the use of or prevents access to the **premises** or which causes a fall in the number of customers attracted to the vicinity of and using the premises
- 3 **Unspecified Suppliers**

Loss of **income** resulting from interruption of or interference with the **business** in consequence of **damage** within **the territorial limits** at any site of **your** supplier other than a supplier of electricity, gas, water or telecommunications services provided that **our** liability shall not exceed £10,000 in respect of any one occurrence
- 4 **Public Utilities**

Loss of **income** resulting from interruption of or interference with the **business** in consequence of
 - a) accidental failure of public supplies of electricity, gas or water at the terminal ends of the public supply undertaking's feed to the premises except
 - i) in consequence of a deliberate act of any supply authority or the exercise by any such authority of its power to withdraw or restrict supply
 - ii) where such failure is for a period of less than sixty minutes
 - iii) in consequence of a fault in any part of the installation belonging to **you** or for which **you** are legally responsible
 - b) **damage** to property at any land based premises of the public telecommunications undertaking causing failure of telecommunication services to or from the premises for a period exceeding twenty four hours
- 5 **Deeds & Documents**

Loss of **income** resulting from interruption of or interference with the **business** in consequence of **damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the premises to elsewhere within the **territorial limits**
- 6 **Compulsory Closure**

Loss of **income** resulting from interruption of or interference with the **business** in consequence of
 - a) the occurrence at the **premises** of murder, suicide or rape
 - b) the discovery at the **premises** of a **notifiable human infectious or contagious disease**
 - c) the compulsory closure of the **premises** by order of any competent authority due to its defective sanitation or to the presence therein of vermin or pests
 - d) poisoning arising from or traceable to foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**

Maximum Amount Payable

Our liability in respect of loss of **income** and associated additional expenditure and accountants' charges shall not exceed in the aggregate in respect of any one occurrence nor in all in any one **period of insurance** the sum insured in the **schedule**.

Basis of claims settlement

Our liability shall not exceed

- a) the amount by which the **income** earned (at the **premises** or elsewhere) during the **indemnity period** falls short of the **income** which it is estimated would otherwise have been earned in the absence of such **damage** less any amount saved during the **indemnity period** in respect of any charges or expenses of the **business** which may cease or be reduced in consequence of the **damage**
- b) the additional expenditure necessarily and reasonably incurred to avoid the above shortfall in **income** but not exceeding the amount of shortfall thus avoided
- c) the reasonable charge **your** professional accountant which may be incurred for producing and reporting on details required by **us** under the terms of General Condition for Claims

Business Interruption Section

What you are not covered for

- 1 increased metered water charges except where such increased charges are caused by any peril insured against
- 2 loss due to
 - a) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
 - b) other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from any incident insured under the Business Property All Risks section of this policy in so far as it is not otherwise excluded.
- 3 Any indemnity under this section if the business be wound up, permanently discontinued or carried on by a liquidator or receiver



Covea Insurance plc

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