

Commercial Select Renewal Schedule

Your insurance policy is renewed from 1st April 2023.

Please note that the premium, terms and conditions of your policy have been based on the details you have given us. If there have been any alterations to those details it is important that you tell us about them so that your cover remains operative. If you have any doubts about what you should tell us, please contact your insurance adviser.

Policy Number: 07/SZ/29124345/04

Agreement Number: Not Applicable

Account Number: 07/14393

Insurance Adviser: Arthur J. Gallagher

The Insured: BARNES COACHES LTD

Postal Address: UNITS D & E
SOUTH MARSTON INDUSTRIAL ESTAT
SWINDON
SN3 4AQ

Renewal Premium:	£	19,891.00	Annual Premium:	£	19,891.00
Insurance Premium Tax:	£	2,386.92	Insurance Premium Tax:	£	2,386.92
Total Renewal Premium:	£	22,277.92	Total Annual Premium:	£	22,277.92

Effective Date: 01/04/2023

Renewal Date: 01/04/2024 at 12.00 hrs

Business Description: COACH OPERATOR AND PIZZA DELIVERY SERVICE AND PROPERTY OWNER

The Premises:	Premises Address(es)	Postcode
A	UNIT D & E South Marston Industrial Estat SWINDON	SN3 4AQ

Clauses applicable to the whole policy (please refer to the Clause Details for full wordings)

- S/1/1 Claims Preparation Extension
- S/10/1 Risk Management Fund
- Z/1818/1 War Exclusion
- Z/1822/1 Cyber and Data Events Exclusion

Property Damage All Risks Section

Property at Premises A

Item Description	Excluded Events	Sum Insured
1. Tenants Improvements	Sprinkler Leakage	£30,798 (£26,781)

2. Contents	Sprinkler Leakage	£184,000 (£160,000)
3. Office computer equipment	Sprinkler Leakage	£49,450 (£43,000)
4. Stock	Sprinkler Leakage	£60,000
5. Fuel Tanks in the Open including contents	Sprinkler Leakage	£57,500 (£50,000)
6. Generator	Sprinkler Leakage	£9,240 (£8,035)
7. Bus wash in the yard	Sprinkler Leakage	£54,050 (£47,000)

Excess details for this location	Amount
Subsidence	£1,000
All losses (not more specifically detailed)	£350

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

S/2/1 Portable Heating Condition
S/3/1 Excess - Portacabins
S/4/1 Fly Tipping
S/11/1 Livery Extension
S/12/1 Eviction of Squatters
Z/71/1 Waste
Z/124/2 No Smoking
Z/126/2 Fork Lift Truck Battery Charging

Z/1824/1 Property Damage Definition Amendments

Z/1825/1 Property Damage Basis of Settlement Adjustments Amendment

Specified All Risks Section

Item Description	Excess	Territorial Limit	Sum Insured
1. Tools - Hand and Power Tools	£250	B	£15,000

Single Article Limit: £1,000

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

Z/868/1 Special Conditions

Business Interruption All Risks Section

Premises A

Item Description	Excluded Events	Sum Insured
1. Additional Cost of Working - Vehicle leasing costs	Sprinkler Leakage	£150,000

Maximum Indemnity Period: 6 Months

Property as specified below

Item Description	Excluded Events	Sum Insured
1. Increased Cost of Working	Sprinkler Leakage	£360,000

Maximum Indemnity Period: 24 Months

Book Debts Extension

1. Outstanding Debit Balances £250,000

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

S/5/1 Motor Vehicle Extension

Z/1829/1 Supply Undertakings and Failure of Supply Amendments to Cover

Money Section

Estimated Annual Carryings : £100,000

Item Description	Limit of Liability
1. Non - Negotiable Money	£1,000,000
2. Negotiable Money	
a. in Transit	£3,000
b. in the personal custody of the Insured or their authorised employees out of business hours	£500
c. in a bank night safe	£3,000
d. within the Insured's premises during business hours	£3,000
e. within the Insured's premises out of business hours NOT contained in a locked safe or strongroom	£300
f. within the Insured's premises out of business hours contained in the following locked safe(s) or strongroom if applicable:	
To be confirmed	£8,000

Goods in Transit Section

Own Vehicles	Limit of Indemnity
Any Motor Vehicle owned or hired by the Insured	
Number of Own Vehicles: 1	
Maximum any One Vehicle	£6,000
Maximum any One Loss	£6,000
Excess: £100	

Tools

Limit per Vehicle: NIL

Excess: NIL

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

Z/1020/1 Special Conditions

Employers' Liability Section

Limit of Indemnity: £15,000,000

Item Description	Wageroll
1. Clerical	£310,000
2. All other employees	£2,205,000

Public and Products Liability Section

Limit of Indemnity: £11,000,000

Number of Premises: 1

Item Description	Turnover
1. Turnover	£10,500,000

Third Party Property Damage Excess £350

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

S/6/1 Passengers Effects

S/7/1 Tour Operators Liability

S/8/1 Pollution Clean Up Extension

S/9/1 Pollution Clean Up Extension continued

Z/366/1 Exports To USA/Canada

Z/1773/1 Communicable Disease Exclusion

Z/1840/1 Extensions - Data Protection Act Amendment

Commercial Legal Expenses Section

Type of Cover: Standard Cover

Operative Events

3 Criminal Prosecution Defence

Master Policy Ref : 36535

Limit Of Indemnity

£100,000 Any One Claim relating to Event 3

and £500,000 for all Claims which first occurred during the Period of Insurance.

Allianz Legal Online Registration Code: ALPD69DBA874

Access to Allianz Legal Online website www.allianzlegal.co.uk providing support in producing legal paperwork. Click on the "register now" box and enter the above Registration Code.

Turnover £10,500,000

Personal Accident

Insured Persons Categories

A

All drivers of the Policyholder including accompanying escorts and/or guides

Operative Time

Occupational including Commuting

Part 1. Accident Cover Scale of Compensation

Item Description	Sum Insured
1. Death (Fixed)	£25,000
2. Loss of Sight One Eye/One Limb/Hearing One Ear/Speech (Fixed)	£25,000
3. Loss of Sight Both Eyes/Limbs/Hearing Both Ears(Fixed)	£25,000
4. Permanent Total Disablement (Fixed)	£25,000
5. Temporary Total Disablement (per week)	Not Insured
6. Temporary Partial Disablement (per week)	
Deferment Period for Items 5 and 6 (days)	NIL
Maximum Benefit Period for Items 5 and 6 (Weeks)	NIL

Maximum Benefit anyone Insured Person

Max Benefit Items 1-4 (per person)	£25,000
Max Benefit Items 5-6 (per week)	NIL

Accumulation Limits

Aircraft Accumulation Limit	£2,000,000
Event Accumulation Limit	£2,000,000
Non-Scheduled Air Accumulation Limit	£1,000,000
Contamination by Terrorism Accumulation Limit	£1,000,000

Business Travel Section

B

All drivers of the Policyholder including accompanying escorts and/or guides

Operative Time

Business Travel outside or within the United Kingdom

Item Description

Item 1. Emergency Medical and Other Expenses	£25,000,000
Item 2. Cancellation, Curtailment and Change of Itinerary	£10,000
Item 3. Personal Property	£10,000
Item 4. Money	£10,000
Item 5. Personal Liability	£5,000,000
Item 6. Hijack and Kidnap	£50,000
Item 7. Political Evacuation	£50,000
Item 8. Legal Expenses	£50,000

Declared Travel Pattern (Days)

UK	128
Europe	301
USA & Canada	NIL
Rest of the World	NIL
Total	429

Accumulation Limits

Cancellation, Curtailment, Change of Itinerary Accumulation Limit £250,000

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

SZ/836/2 OPERATIVE TIME

Clause Details

S/1/1 Claims Preparation Extension

The insurance by this policy includes the necessary and reasonable evidenced costs incurred by the Insured at the Insurer's request (including utilising by Insured of external consultants) for preparing, presentation, certification and/or verification of a claim for which liability has been accepted by the Insurer.

A specified claim is any Property Damage and/or Business Interruption claim in excess of £10,000.

The liability of the Insurer under this extension shall not exceed £25,000 or 10% of the value of the claim in respect of any one claim or series of claims arising from a single occurrence and is in addition to the policy limits.

Insurer's shall have the right to review and audit all timesheets and invoices submitted

S/10/1 Risk Management Fund

Following a Risk Management Survey at an Insured Premises, The Insurer will offer a 50% contribution toward the cost of Risk Improvements. The most The Insurer will pay is 5% of the Annual Gross Written Premium (excluding Tax) or £5,000 in the aggregate - whichever the less.

Contribution Payments are subject to satisfactory Receipts and/or Invoices being agreed by The Insurer.

Z/1818/1 War Exclusion

General Exclusion 2. War is hereby deleted in its entirety and replaced as follows:

2. War (Not applicable to the Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

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

- b. the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- c. any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion

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

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

Z/1822/1 Cyber and Data Events Exclusion

General Exclusion 4. Cyber Event is hereby deleted in its entirety and replaced as follows:

4. Cyber and Data Events (Not applicable to Terrorism, Employers' Liability, Public Liability, Public and Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections)

- a. any Cyber Loss;
- b. any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or
- c. any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

- 1. this exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:
 - a. any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause (2) below;
 - b. any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
 - c. any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.

2. should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:
 - a. any research and engineering costs;
 - b. any costs of recreating, gathering or assembling the Data;
 - c. any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
 - d. any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident means:

- i. any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party;
- ii. any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- iii. any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System.

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy.

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on)

S/2/1 Portable Heating Condition

The Insured must

- A) not place portable heaters
 - i) where they are liable to be overturned or suffer mechanical damage
 - ii) where flammable atmospheres exist
 - iii) on combustible surfaces
- B) keep portable heaters clear of combustible materials
- C) maintain a clear space of at least one metre around the portable heater by using a non combustible guard

S/3/1 Excess - Portacabins

The amount of the Excess specified in the schedule is amended to £500 in respect of Damage to Portacabins and their Contents unless a higher Excess is specified in the Schedule

S/4/1 Fly Tipping

The Policy extends to indemnify the Insured against the reasonable costs of clearing and removing any property illegally deposited in or around the Premises

The Company's liability shall not exceed £10,000 any one claim and £25,000 in aggregate in respect of all claims in any Period of Insurance

S/11/1 Livery Extension

Cover under this Section extends to include the reasonable costs incurred by the Insured in replacing Vehicle Livery following Damage by a Specified Event to Insured's own vehicles whilst situated at Premises detailed in the Schedule. The liability of the Insurer in respect of any one claim shall not exceed £100,000

For the purposes of this extension Vehicle Livery shall mean any special pattern, colour scheme or design used on the Insured's own vehicles for the purposes of branding and advertisement

S/12/1 Eviction of Squatters

The Insurer will pay reasonable costs and expenses necessarily incurred with the Insurers prior consent to remove or evict squatters from the Buildings

Provided that the Insurer will not be liable for

a. fines, penalties, compensation or damages arising in the course of removal or eviction b. occupation by squatters occurring prior to the inception of this Section c. more than £5,000 any one claim d. such costs more specifically insured

Z/71/1 Waste

It is a condition precedent to liability for Damage by fire or explosion that:

1. All hazardous and/or combustible trade waste such as sawdust, shavings, clippings or cuttings be swept up and bagged daily and removed from the Premises at least once a week. If such waste is stored external to the buildings pending collection, it should be stored either in metal lidded containers or at a distance of at least five metres from any building.
2. All oily and/or greasy waste and cloths which remain in the buildings overnight be kept in metal lidded containers.

Z/124/2 No Smoking

It is a condition precedent to liability for Damage by fire or explosion that the Insured will

- A. communicate to employees and visitors and rigorously enforce a no smoking policy at the Premises
- B. prominently display "No Smoking" signs throughout the Premises
- C. only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- D. in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- E. ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises.

Z/126/2 Fork Lift Truck Battery Charging

It is a condition precedent to liability for Damage by fire or explosion that when charging fork lift truck batteries, the Insured must

- A. confine battery charging to designated areas which
 - i. maintain a clearance of at least 2 metres between any fork lift truck plus its charging unit and any adjacent combustible materials
 - ii. are behind non combustible barriers and/or within a clearly painted floor area
 - iii. have a standing area for the battery charger which is impervious, non-conductive and non-combustible
 - iv. are kept clean, tidy and free from waste and combustible materials
- B. inspect all leads, plugs and clips and replace any damaged items before each use.

Z/1824/1 Property Damage Definition Amendments

The Contents definition is hereby deleted in its entirety and replaced as follows:

Contents

Machinery, plant and all other contents belonging to the Insured or held by the Insured in trust and for which the Insured are responsible (other than landlord's fixtures and fittings, stock and other property specifically described in the Schedule) whilst in or on the buildings, including

- tenants' improvements, alterations and decorations
- contents in the open yards
- Money, for an amount not exceeding £1,000 in total
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- Data Processing Media but only in accordance with Basis of Settlement Adjustments Data Processing Media set out in this Section
- rare books or works of art for an amount not exceeding £5,000 any one article or £10,000 in total
- tobacco, wines and spirits held for business entertainment purposes for an amount not exceeding £1,000 in total
- the contents of fuel tanks at the Premises for an amount not exceeding £2,000 and so far as they are not otherwise insured
- partners', directors', and employees' personal effects of every description (other than motor vehicles), for an amount not exceeding £1,000 for any one person

The following definitions are added to the Property Damage Section:

Data Processing Media

Tangible property on which Data can be stored but not the Data itself.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by Data Processing Media.

Z/1825/1 Property Damage Basis of Settlement Adjustments Amendment

The following basis of settlement adjustments are added to the Property Damage Section under Basis of Settlement Adjustments:

Data Processing Media

In the event of Damage to Contents comprising Data Processing Media, the amount payable by the Insurer will be:

- A. the cost of purchasing blank Data Processing Media (without any Data thereon) to replace that which has been physically lost or destroyed; or
- B. the cost of repairing the Data Processing Media which has been physically damaged; and
- C. the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, provided always that this Policy will not cover:
 - i. any research and engineering costs;
 - ii. any costs of recreating, gathering or assembling Data;
 - iii. any reduction in value of Data or any amount pertaining to the value of such Data, even if such Data cannot be recreated, gathered or assembled or copied from back-up or originals of a previous generation.

If the Insured elects not to repair or replace Data Processing Media which has been Damaged, the amount payable by the Insurer will not include any of the costs set out at sub-clauses A. to C. and the basis of settlement shall instead be the difference between the re-sale value of the Data Processing Media without any Data on it immediately before the Damage and the re-sale value of the Data Processing Media without any Data on it immediately after the Damage.

Working From Home

Cover extends to include Damage to Property Insured (including electronic office equipment) temporarily removed from the Premises to the homes of employees whilst working from home.

The most the Insurer will pay in respect of any one claim is:

- . £1,500 any one item
- . A maximum of £3,000 at any one employee's home.

This extension is provided for Property otherwise covered under this Section and subject to the Excess shown in the Policy Schedule. The total Sums Insured will be limited to those specified in the Policy Schedule.

Z/868/1 Special Conditions

The under-noted Special Conditions are applicable to this Section:

2

S/5/1 Motor Vehicle Extension

Notwithstanding Exclusion 10b, Cover is extended to include losses following Damage by a Specified Event to Insured's own vehicles whilst situated at Premises detailed in the Schedule

Z/1829/1 Supply Undertakings and Failure of Supply Amendments to Cover

The Supply Undertakings Extension and the Failure of Supply Extension are hereby deleted in their entirety and replaced as follows:

Supply Undertakings

Property

A. at any land based premises

B. comprising any land based cable or pipe connecting to the terminal connecting point at the Premises or any pylon through which any such cable runs

of any supply undertaking service provider or producer from which the Insured obtains

- i. electricity (including generating stations or sub-stations)
- ii. gas (including any natural gas producer provided that it supplies gas directly to the supply undertaking or service provider which supplies gas to the Insured)
- iii. water (including water works and pumping stations)
- iv. telecommunications services (excluding intranet or extranet services)
- v. other telecommunications services providing intranet or extranet services

Provided that:

A. the Maximum Indemnity Period shall not exceed 1 month beginning with the date on which the damage occurred

B. the Insurer shall not be liable

- i. unless the loss, destruction or damage results in a complete cessation of the supply of the relevant service to the Premises for more than 48 consecutive hours

- ii. for the first 48 consecutive hours of cessation of the supply of the relevant service to the Premises
- iii. for any Business Interruption caused by loss or destruction of or damage to any overhead transmission and distributing cables or lines and their supporting structures (including pylons), other than where such loss, destruction or damage occurs to such cables, lines and structures situated within 1 mile of the Premises
- iv. for more than £1,000,000 for each occurrence (of loss, damage or destruction to the supply undertaking's, service provider's or producer's property) or series of occurrences arising out of or in connection with the same originating cause, irrespective of the number of the Premises which are affected by the occurrence or series of occurrences. Where the same originating cause results in loss, damage or destruction to the property of more than one supply undertaking, service provider or producer, the Insurer shall not be liable to pay more than £1,000,000 under this Extension in respect of all occurrences of loss, destruction or damage combined and in the aggregate, irrespective of the number of supply undertaking's, service provider's or producer's properties affected.

Failure of Supply

Accidental failure of supply of

- i. electricity at the terminal ends of the service provider's feeders at the Premises
- ii. gas at the service provider's meters at the Premises
- iii. water at the service provider's main stop cock serving the Premises
- iv. land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the Premises
- v. other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the Premises

Provided that

- A. the Maximum Indemnity Period shall not exceed 1 month beginning with the date on which the failure of the supply first started occurring
- B. the Insurer shall not be liable
 - i. unless there is a complete cessation of the supply of the relevant service to the Premises of more than 48 consecutive hours
 - ii. for the first 48 consecutive hours of cessation of the supply of the relevant service to the Premises
 - iii. for any Business Interruption resulting from the deliberate act of any supply undertaking or service provider, or from any such undertaking or provider exercising its power to withhold or restrict supply or services or otherwise not performing its services, save where the supply undertaking or service provider is acting for the sole purpose of safeguarding life or protecting the supply undertaking's or service provider's system
 - iv. for any Business Interruption resulting from failure of supply caused by
 - . strikes or any labour or trade dispute
 - . drought
 - . other atmospheric or weather conditions, but this shall not exclude failure due to physical damage caused by such conditions
 - v. for any Business Interruption caused by the failure of any overhead transmission and distributing cables, lines and their supporting structures (including pylons), other than where such failure occurs to such cables, lines and structures situated within 1 mile of the Premises
 - vi. for any Business Interruption resulting from the failure of telecommunications services delivered via satellite
 - vii. for any Business Interruption which is insured under the Supply Undertakings Extension
 - viii. for more than £25,000 for each failure of supply or series of failures arising out of or in connection with the same originating cause, irrespective of the number of the Premises which are affected by the failures. Where the same originating cause results in failure of supply from more than one supply undertaking or service provider, the Insurer shall not be liable to pay more than £25,000 under this Extension in respect of all failures of supply combined and in the aggregate, irrespective of the number of supply undertakings or service providers involved.

Z/1020/1 Special Conditions

The under-noted Special Conditions are applicable to this Section:

2

S/6/1 Passengers Effects

Where the Insured is legally liable for accidental loss or damage to baggage and personal effects not the property of the Insured nor any Employee but deposited with the Insured for safe keeping the Insurer will indemnify the Insured against such legal liability

Provided that

1) such baggage and personal effects will be kept in a locked and secure place whilst unattended and in respect of theft losses in a securely locked baggage compartment of any vehicle whilst in transit

2) the Insurer will not be liable in respect of any unexplained loss or damage to baggage or personal effects

3) the Insurer will not be liable in respect of loss or damage to baggage or personal effects following theft from any premises or vehicle unless there are visible signs of forcible and violent entry into or exit from such premises or vehicle

4) the liability of the Insurer will not exceed

i) £1,000 any one passenger

ii) £50,000 any one vehicle

iii) £100,000 in any one Period of Insurance

5) the Insurer will not be liable in respect of the first £100 of each and every claim for loss or damage under this extension

But this amount will not apply in respect of loss or damage following any accidental damage to the carrying vehicle caused in an attempt to avoid any accident or collision. The maximum amount payable arising out of one such incident will not exceed £1,000.

Exclusion 5. Mechanically Propelled Vehicles does not apply in respect of claims under this extension

S/7/1 Tour Operators Liability

This section does not cover injury loss or damage assumed under the EC Directive 90/314, the UK Package Regulations 1992 or any subsequent amendments

S/8/1 Pollution Clean Up Extension

In respect of Pollution or Contamination occurring in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, the Insurer will also indemnify the Insured against:

a. the cost of any Remediation legally required or ordered by any statutory authority or regulator (acting in accordance with the terms of any Environmental Legislation) to be conducted by the Insured; and

b. liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from the Insured by that statutory authority or regulator in accordance with the terms of any Environmental Legislation.

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

For the purposes of this extension, the following definitions shall apply:

Remediation shall mean works or operations to treat, remove or dispose of Pollution and Contamination. For the avoidance of doubt, it excludes:

- a. works or operations to reinstate, reintroduce or restore flora or fauna
- b. works or operations to restore natural habitats or species protected under Environmental Legislation

Environmental Legislation shall mean any legislation for the protection of the environment or control of Pollution and Contamination.

Pollution and Contamination shall mean all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Provided that:

1) under this extension, the Insurer shall indemnify the Insured only to the extent that the Remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation.

2) this extension does not cover any costs, or any liability for costs, of Remediation arising out of:

- a. Pollution and Contamination occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b. Pollution and Contamination consisting of any radioactive substances or asbestos
- c. Pollution and Contamination caused by Products
- d. Pollution and Contamination caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft.

S/9/1 Pollution Clean Up Extension continued

3) this extension does not cover any costs, or any liability for costs, of Remediation carried out on, or in order to protect, any property belonging to or in the charge or control of the insured other than premises not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work.

4) the total amount payable under this Extension during any one Period of Insurance shall not exceed £250,000

and

the total amount payable

a. under this Extension and

b. otherwise under this Section for all compensation in respect of Pollution or Contamination (as defined therein) which is deemed to have occurred during any one Period of Insurance

shall not exceed in the aggregate during any one Period of Insurance the Limit of Indemnity in the Schedule

5) this extension does not cover any costs, or any liability for costs, to the extent they relate to

a. any measures to prevent the spread of Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination

b. the removal or disposal of any waste deposited by or on behalf of the insured

c. any amounts payable by way of compensation to third parties affected by such Pollution and Contamination

d. any amount payable by way of fine or penalty

e. any costs and expenses incurred by the Insured, or prosecution costs and expenses awarded against the Insured, in connection with any criminal proceedings arising out of the Pollution or Contamination

f. any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the Pollution and Contamination.

6) this extension does not cover the first £2,500 of the cost of any Remediation arising out of any one incident.

Subject otherwise to the terms and conditions of this Policy.

Z/366/1 Exports To USA/Canada

This Section does not cover liability in respect of Injury loss or damage caused by or arising from any Products exported by the Insured or with their knowledge to the United States of America or Canada.

Z/1773/1 Communicable Disease Exclusion

Communicable Disease Exclusion

The Public and Products Liability Section of the Policy does not cover:

- A. liability in respect of any Injury, loss or damage;
- B. Costs and Expenses,

directly or indirectly caused by, consisting of, arising out of, attributable to, or contributed to by:

- i. a Communicable Disease;
- ii. the fear or threat (whether actual or perceived) of a Communicable Disease;
- iii. the presence or suspected presence of Pathogens in or on Products, or at, in or on the premises or property of any person or entity; or

- iv. any action taken or advice given to prevent, reduce, control or mitigate the occurrence , outbreak, spread or effects of a Communicable Disease or any Pathogens,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

For the purposes of this exclusion:

Liability includes liability for compensation, interest and claimants` costs and expenses.

Loss includes any type of loss (including physical loss, purely financial loss, and interference with rights over or interests in property), loss of value, marketability or use of property.

Costs and Expenses means all costs and expenses, including but not limited to

- A. defence costs (including in relation to civil, regulatory or criminal proceedings);
- B. the costs of representation at any coroner's inquest or fatal accident inquiry;
- C. prosecution costs;
- D. any cost to:
 - i. clean-up, detoxify, decontaminate, or remove Pathogens from any property or Products, where the property or Products are or are feared to have been affected by Pathogens or a Communicable Disease;
 - ii. monitor or test for Pathogens or a Communicable Disease;
 - iii. recall or replace Products; or
 - iv. provide medical treatment for persons affected by a Communicable Disease

Communicable Disease means

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

- A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite, fungus, other organism micro-organism or any variation there of, whether deemed living or not, and
- B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- C. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

Pathogen means

Any pathogen, other substance or agent capable of causing a Communicable Disease, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not.

Z/1840/1 Extensions - Data Protection Act Amendment

Section Extension F is hereby deleted and restated as follows:

F. Data Protection Act

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of distress under Section 168 of the Data Protection Act 2018 occurring as a result of a contravention of General Data Protection Regulation (GDPR) committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is registered with the Information Commissioner's Office.

The Insurer will not pay for

- a. any distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b. the payment of fines or penalties
- c. any distress caused by a Cyber Event
- d. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data
- e. any distress caused by any act of fraud or dishonesty by the Insured
- f. any legal liability arising from the recording, processing or provision of Data for reward or to determine the financial status of any person.

For the purposes of this Extension

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Cyber Event means

- a. any unauthorised Processing of Data by the Insured
- b. any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- c. any Network Security Failure in the Insured's Sphere

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

The liability of the Insurer under this Extension shall not exceed £1,000,000 in the aggregate during the Period of Insurance inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

SZ/836/2 OPERATIVE TIME

The OPERATIVE TIME for INSURED PERSONS in category B is amended to read as follows:

Any trip in connection with the Business involving travel within Europe including whilst travelling to and from any United Kingdom port. Cover will start from the time of leaving normal residence or normal place of Business (whichever is left last) and continue until arrival back at normal place of Business or residence whichever is reached first.

CLIENT NEWS

NOTIFICATION OF CHANGES TO YOUR YOUR COMMERCIAL SELECT POLICY

At Allianz Insurance plc, we constantly review our products to ensure we remain at the forefront of the market. Following our latest review, we are delighted to tell you that with effect from the renewal date of your Policy you will now be provided with our most up-to-date wording.

The guidance provided below does not represent the complete terms and conditions of the Policy. Please read this guidance in conjunction with your Policy Wording and Schedule. If you have any questions about the Policy, please refer these to your insurance adviser.

A SUMMARY OF KEY CHANGES IS SHOWN BELOW

Cyber

General Exclusion 4. Cyber Event in our Policy Introduction has been replaced with clause **Z/1822 - Cyber and Data Events Exclusion**. The clause wording is detailed in your Policy Schedule.

If you have an Engineering Machinery Damage Section

The section level exclusion 15. Cyber Event has been deleted and replaced with General Exclusion 4. Cyber and Data Events via clause **Z/1822 - Cyber and Data Events Exclusion**.

If you have an Engineering Business Interruption Section

The section level exclusion 13. Cyber Event has been deleted and replaced with General Exclusion 4. Cyber and Data Events via clause **Z/1822 - Cyber and Data Events Exclusion**.

If you have a Computer Section

Please refer to the Section Wording for full details of the following changes:

Exclusion 19. Cyber Event has been deleted and replaced with Exclusion 18. Cyber and Data Events.

The following have been added as new definitions: **Computer System, Cyber Loss, Cyber Act, Cyber Incident, Data, Data Loss, Data Storage Media, Non-Cyber Cause, Physical Damage to Tangible Property and Third Party**.

Cover Three - Additional Expenditure has been amended to clarify how cover responds in the event of a Cyber Loss.

Cover Four - E-Risks (not applicable where Cyber Section is selected) has been amended to clarify how cover responds in the event of a Cyber Loss.

War

General Exclusion 2. War in our Policy Introduction has been replaced with clause **Z/1818 - War Exclusion**. The clause wording is detailed in your Policy Schedule.

If you have an Engineering Machinery Damage Section

The section level exclusion 16. War and Kindred Risks has been deleted and replaced with General Exclusion 2. War via clause **Z/1818 - War Exclusion**.

If you have an Engineering Business Interruption Section

The section level exclusion 14. War and Kindred Risks has been deleted and replaced with General Exclusion 2. War via clause **Z/1818 - War Exclusion**.

If you have a Computer Section

The section level exclusion 15. War and Kindred Risks has been deleted and replaced with General Exclusion 2. War via clause **Z/1818 - War Exclusion**.

Data Protection Act

If you have a Public and Products Liability Section

With effect from renewal we will restrict the limit of indemnity provided under our Data Protection Act 2018 section 168 extension to £1,000,000 (or the policy limit of indemnity where it is less than this amount) via clause **Z/1840 - Extensions - Data Protection Act Amendment**. The clause wording is detailed in your Policy Schedule.

If you have a Public Liability Section

With effect from renewal we will restrict the limit of indemnity provided under our Data Protection Act 2018 section 168 extension to £1,000,000 (or the policy limit of indemnity where it is less than this amount) via clause **Z/1841 - Extensions - Data Protection Act Amendment**. The clause wording is detailed in your Policy Schedule.

Third Party Property Damage (TPPD) Excess

If you have a Public Liability or Public and Products Liability Section

With effect from renewal the standard third party property damage (TPPD) excess will increase to £500.

Utilities

If you have a Business Interruption Section

The Supply Undertakings and Failure of Supply Extensions have been deleted and restated via clause **Z/1829 or Z/1830 - Supply Undertakings and Failure of Supply Amendment to Cover**. There are changes to a number of areas within both extensions including limits, excesses, exclusions and indemnity periods. The applicable clause wording is detailed in your Policy Schedule.

If you have a Computer Section

Please refer to the Section wording for full details of the following changes:

Indemnity Period Definition has been updated to clarify it is the Additional Expenditure incurred in the event of an Accident occurring

Cover Three - Additional Expenditure has been updated to confirm the Indemnity Period in the event(s) of a failure of the telecommunications systems and/or the failure of the electricity supply

Limit of Liability Cover Three has been updated to confirm the Additional Expenditure limit of indemnity following the failure of the telecommunications systems and/or the failure of the electricity supply following an Accident

Policy Exclusion 4 Electricity Supply has been updated to clarify the scenarios that would not be covered by the failure of the electricity supply

Policy Exclusion 6 Telecommunications Systems has been updated to clarify the scenarios that would not be covered by the failure of the telecommunications systems

Policy Exclusion 8 Time Limitation has been updated to confirm the Indemnity Period in the event(s) of a failure of the telecommunications systems and/or the failure of the electricity supply.

Property

If you have a Property Damage Section

The **Contents** definition has been deleted and replaced, and new definitions for **Data Processing Media** and **Data** have been added via clause **Z/1824 - Property Damage Definition Amendments**. The clause wording is detailed in your Policy Schedule.

Data Processing Media and **Working from Home** have been added as new basis of settlement adjustments via clause **Z/1825 - Property Damage Basis of Settlement Adjustments Amendments**. The clause wording is detailed in your Policy Schedule.

Other Business Interruption changes

If you have a Business Interruption Section and one of the following extensions previously applied to your Policy:

Z/587/1 Business Interruption - Amendments for Manufacturing has been replaced with the updated version **Z/587/2 Business Interruption - Amendments for Manufacturing**.

Z/604/1 Business Interruption - Amends for Metal Working and Precision Eng has been replaced with the updated version **Z/604/2 Business Interruption - Amends for Metal Working and Precision Eng**.

Z/598/1 Business Interruption - Amendments for Professional Services has been replaced with the updated version **Z/598/2 Business Interruption - Amendments for Professional Services**.

Within the updated versions, reference to an increased limit for the Failure of Supply extension has been removed. This cover is still included but at reduced limits. Full details of Failure of Supply cover and limits are included within clause **Z/1829** or **Z/1830 - Supply Undertakings and Failure of Supply Amendment to Cover**. The applicable clause wording is detailed in your Policy Schedule.

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Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Important

Should you need further details or have any questions, your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability, Cyber or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability, Cyber or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover.

Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, **the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Schedule

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the **Schedule**

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business

The Business Description stated in the **Schedule**

Premises

The Premises stated in the **Schedule**

Sum Insured

The maximum amount **the Insurer** will pay for each item insured under any **Section**

Total Sum Insured

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

Excess *(not applicable to the Employers' Liability Section)*

The first part of each and every claim, for which **the Insured** is responsible

United Kingdom

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

Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a checkmark-like flourish at the beginning.

Jonathan Dye
Chief Executive

General Exclusions

This Policy does not cover

1. Radioactive Contamination *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance, Cyber and Directors and Officers Sections)*

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Personal Accident and Business Travel Sections.

2. War *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)*

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism *(Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, Personal Accident, Business Travel, Cyber or Terrorism [when insured as a separate section] Sections)*

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b. in respect of territories other than those stated in a. above
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon **the Insured**.

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

4. **Cyber Event** (*Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections*)

- a. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

5. Contagious and Infectious Disease (*Not applicable to Employers Liability, Public / Products Liability, Directors and Officers, Personal Accident, Business Travel, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Legal Expenses and Terrorism Sections*)

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a. a **Contagious or Infectious Disease**;
- b. the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c. the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
- d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to property insured under the **Policy** and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

- i. clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- ii. monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- iii. provide medical treatment for persons affected by a **Contagious or Infectious Disease**

Physical Damage means physical loss, damage or destruction. For the avoidance of any doubt, the presence of any **Pathogen** on property or contamination of property by any **Pathogen** does not constitute **Physical Damage**;

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- i. cause **Pathogens** to come into contact with the premises or property of any person or entity; or
- ii. cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

General Conditions

1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. **Claims** (Not applicable to the Directors and Officers Liability, Cyber or Environmental Impairment Liability Section)

Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. **Cancellation** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Other than where General Condition 5 **Fraud** applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses, Cyber or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Unless agreed otherwise by **the Insurer**:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

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

10. Assignment (Not applicable to the Directors and Officers Liability or Cyber Sections)

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. Survey and Risk Improvement - Subjectivity Condition (Not applicable to the Directors and Officers Liability or Cyber Sections)

Subject to Survey

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Privacy Notice: How We Use Personal Information

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1. Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

2. How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3. Marketing

We use an individual's personal information to market products and services to them. Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

4. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

5. The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences
- (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

6. Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details - <https://www.allianz.co.uk/cookie-policy.html>

7. Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

8. Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

9. How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

10. Know your rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** - individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** - individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** - individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** - individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** - individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** - individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** - individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** - individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone : 0208 231 3992

Email: datarights@allianz.co.uk

Address: Allianz Insurance Plc, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

11. Allianz (UK) Group Data Protection Officer contact details

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: 0330 102 1837

Email: dataprotectionofficer@allianz.co.uk

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

12. Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk.

13. Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at <https://www.allianz.com/en/privacy-statement.html>.

Notifying a Claim

(Not applicable to Commercial Legal Expenses Section claims)

Claims under this **Policy** should be notified to **the Insurer** in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz Claims Handling Office Telephone Numbers:

For Property Damage claims
Tel: 0344 412 9988

For Liability, Personal Accident and non medial Business Travel claims
Tel: 0344 893 9500

For Engineering claims
Tel: 01483 265825
Email: claims@allianzengineering.co.uk

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

For Cyber claims (handled in London by Allianz Global Corporate & Specialty)
Tel: 020 3451 3679 Lines are open 9am to 5pm Monday to Friday.

Should you need assistance outside of these hours, please call the same number and you will be provided details of our preferred suppliers who will be able to assist you.

Email: cyberclaims@allianz.com

IMPORTANT: please ensure you contact us as soon as you are first aware of the cyber incident as we will be able to support you by organising suppliers and services in order to mitigate the impact on your business

Allianz addresses for claims correspondence:

Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

For Cyber Claims:

Allianz Global Corporate & Specialty
Allianz House
60 Gracechurch Street
London
EC3V 0HR

Commercial Legal Expenses Section Claims

If **the Insured** needs to make a **Claim** under any operative cover provided by the Legal Expenses **Section**, as stated in the **Policy Schedule** **the Insured** should call Lawphone Legal Helpline on **0370 241 4140** and quote the Master Policy reference contained within the **Policy Schedule**.

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured** back. **The Insurer** will send **the Insured** a claim form. **The Insured** should fill in the claim form and return it to **the Insurer** without delay at the address shown below, together with a copy of **the Insured's** current **Policy Schedule** and payment in the form of a cheque made out to Allianz Legal Protection for the **Excess** due in respect of the **Claim**.

The Insurer will contact the **Insured Person** once the claim form, **Policy Schedule** and **Excess** payment have been received.

Please note that the **Insured Person** must not appoint a solicitor. If the **Insured Person** has already seen a solicitor before **the Insurer** has accepted the **Insured Person's** claim, **the Insurer** will not pay any fees or other expenses that the **Insured Person** has incurred.

If the **Insured Person's** claim is covered, **the Insurer** will appoint the **Legal Representative** that **the Insurer** has agreed to in the **Insured Person's** name and on the **Insured Person's** behalf, subject to the terms and conditions of the Legal Expenses **Section**. **The Insurer** will only start to cover the **Insured Person's Legal Expenses** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

The **Insurer's** address is:
The Claims Department
Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW.

Claims Department opening hours: Monday to Friday - 9am to 5pm.

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured** receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The **Insured** should quote the Master Policy reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an adviser who will return the **Insured's** call.

All areas of **Business** law are covered. This advice is available to the **Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the **Insured**.

Allianz Legal Online

When the Commercial Legal Expenses Section of this **Policy** is operative, the **Insured** has access to extensive on line **Business** support via Allianz Legal Online. This facility provides tools and services that will help the **Insured** to produce legal paperwork in connection with the **Insured's Business**, for example, bespoke contracts of employment. In addition it provides the **Insured** with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the **Insured's Business** and debt recovery. A registration number is required to access this web site www.allianzlegal.co.uk and this is shown on the **Policy Schedule**. If the **Insured** has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at support@allianzlegal.co.uk.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz Insurance plc have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on 0344 412 9988.

Property Damage All Risks Section

Definitions

Damage/Damaged

Accidental loss or destruction of or damage to **Property Insured**.

Specified Events

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

Premises

The **Buildings** at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Property/Property Insured

Buildings, Contents, Stock and other items shown and/or described in the **Schedule**.

The Insurer agrees to accept the heading under which any **Property** or other item has been entered in the books of **the Insured**.

Buildings

The buildings shown in the **Schedule** including

- landlord's fixtures and fittings, fixed glass and fixed sanitary ware in or on or pertaining to the buildings
- walls, gates and fences

and so far as they are not otherwise insured

- small outside buildings, annexes, gangways, conveniences and other structures
- extensions communicating with the buildings
- roads, car parks, yards, paved areas, pavements and footpaths
- building management and security systems
- fuel tanks and their ancillary equipment and pipe work
- wind turbines and solar panels attached to the buildings
- landscaping and recreational features including ornaments and statues

Contents

Machinery, plant and all other contents belonging to **the Insured** or held by **the Insured** in trust and for which **the Insured** are responsible (other than landlord's fixtures and fittings, stock and other property specifically described in the **Schedule**) whilst in or on the buildings, including

- tenants' improvements, alterations and decorations
- contents in the open yards
- **Money**, for an amount not exceeding £1,000 in total
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records
- rare books or works of art for an amount not exceeding £5,000 any one article or £10,000 in total
- tobacco, wines and spirits held for business entertainment purposes for an amount not exceeding £1,000 in total
- the contents of fuel tanks at the **Premises** for an amount not exceeding £2,000

and so far as they are not otherwise insured

- partners', directors', and employees' personal effects of every description (other than motor vehicles), for an amount not exceeding £1,000 for any one person

Stock

Stock and materials in trade belonging to **the Insured** or held by **the Insured** in trust and for which **the Insured** are responsible, whilst in the buildings or in the open yards.

Money

Cash, bank and currency notes, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to **the Insured** or for which **the Insured** are responsible.

Unoccupied

Any building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days.

Contract Works

The permanent and temporary works undertaken by or on behalf of **the Insured** for the purpose of alteration or improvement to the **Premises** including all unfixated materials and goods, for which **the Insured** are responsible and whether supplied free of charge or not, delivered to or placed on or adjacent to the permanent and temporary works and intended for incorporation in them in performance of the contract at the **Premises** specified in the **Schedule**, excluding any tools, contractors plant and equipment, site huts and other temporary accommodation and their contents belonging to **the Insured** or hired by them under a hiring agreement, hire purchase, lease agreement or on a free loan.

Cover

The Insurer will pay the Insured for **Damage to Property Insured** at the **Premises** shown in the **Schedule**, excluding

1. **Damage** caused by or consisting of
 - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b. the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to **the Insured** or under the control of **the Insured** in which internal pressure is due to steam only
 - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut **the Insurer** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded
 - d. faulty or defective workmanship by **the Insured** or any employee of **the Insured**
 - e. operational error or omission by **the Insured** or any employee of **the Insured**but **the Insurer** will pay for
 - i. such **Damage** not otherwise excluded which itself results from a **Specified Event**
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded - f. acts of fraud or dishonesty by any partner, director or employee of **the Insured**
- but
- the Insurer**
- will pay for such
- Damage**
- not otherwise excluded which itself results from a
- Specified Event**
- .
2. **Damage** caused by or consisting of
 - a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - b. change in temperature, colour, flavour, texture or finish
 - c. theft or attempted theft
 - i. which does not involve entry to or exit from a building or part of a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
 - ii. to property in the open or in open fronted buildings or in buildings not on permanent foundations
 - iii. expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured**or **Damage** consisting of
 - d. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - e. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originatesbut **the Insurer** will pay for
 - i. such **Damage** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or damage
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded.
3. loss, destruction or damage caused by pollution or contamination, but **the Insurer** will pay for destruction or damage to the **Property Insured** not otherwise excluded, caused by
 - a. pollution or contamination which itself results from a **Specified Event**
 - b. any **Specified Event** which itself results from pollution or contamination.

4. **Damage** caused by or consisting of
 - a. subsidence, ground heave or landslip
 - i. in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless covered by this **Section** and a building covered by this **Section** is **Damaged** by the same cause at the same time
 - ii. resulting from
 - a. the settlement or movement of made-up ground
 - b. coastal or river erosion
 - c. defective design or workmanship or the use of defective materials
 - iii. which commenced prior to the inception of this cover
 - iv. occurring as a result of demolition, construction, structural alteration or repair of any **Property**, or as a result of ground works or excavation, at the same **Premises**
 - b. normal settlement or bedding down of new structures
 - c. disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
5. destruction of or damage to any building or structure caused by its own collapse or cracking, but **the Insurer** will pay for such destruction or damage resulting from a **Specified Event** in so far as it is not otherwise excluded.
6. **Damage** in respect of any building which is **Unoccupied** caused by
 - a. freezing
 - b. escape of water from any tank, apparatus or pipe
 - c. malicious persons not acting on behalf of or in connection with any political organisation, but **the Insurer** will pay for such **Damage** caused by fire or explosion.
7. **Damage** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow, flood or dust.
8. **Damage to any Property**
 - a. caused by fire, resulting from its undergoing any heating process or process involving the application of heat
 - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but **the Insurer** will pay for such **Damage** caused by fire or explosion.
9. **Damage** in respect of
 - a. jewellery, precious stones or precious metals, bullion, furs, curiosities
 - b. works of art or rare books (other than in respect of **Damage** to such property defined as **Contents**, provided that **Contents** are specifically stated as insured in the **Schedule** and the **Damage** is not otherwise excluded)
 - c. property in transit
 - d. glass (other than fixed glass), sanitaryware (other than fixed sanitaryware,), china, earthenware, marble or other fragile or brittle objects
 - e. **Money** (other than in respect of **Damage** to such property defined as **Contents**, provided that **Contents** are specifically stated as insured in the **Schedule** and the **Damage** is not otherwise excluded), bonds or securities of any descriptionbut **the Insurer** will pay for such **Damage** caused by a **Specified Event** in so far as it is not otherwise excluded.
10. **Damage to**
 - a. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - b. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures
 - c. land, piers, jetties, bridges, culverts or excavations
 - d. livestock, growing crops or treesbut **the Insurer** will pay for such property specifically described in the **Schedule**.

11. **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Section** be insured by any marine policy or policies, but **the Insurer** will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this **Section** not been effected.
12. any **Property** more specifically insured by or on behalf of **the Insured**.
13. **Damage** occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority.
14. consequential loss or damage of any kind or description, except loss of rent when such loss is insured by this **Section**.
15. **Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
 - a. correctly to recognise any date as its true calendar date
 - b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any datebut **the Insurer** will pay for subsequent **Damage** which is not otherwise excluded and which itself results from a **Specified Event**.
16. after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule**.

Basis of Settlement

The **Insurer** will pay the **Insured** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at the **Insurer's** option will reinstate or replace such **Property** or any part of such **Property**.

The most the **Insurer** will pay for any one claim is

- A. the **Total Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in this **Section** whichever is the less at the time of **Damage**
- B. the amount of the **Sum Insured** or limit of liability remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless the **Insurer** agrees to reinstate any such **Sum Insured** or limit of liability.

Irrespective of the number of insured parties the total liability of the **Insurer** to all of the insured parties collectively in respect of the cover insured by this **Section** shall not exceed the **Total Sum Insured** or in respect of any item its **Sum Insured** or any other stated limit of liability.

Any payment or payments by the **Insurer** to any one or more insured party shall reduce to the extent of that payment the liability of the **Insurer** to all parties arising from any one event giving rise to a claim under this **Section**.

The **Sums Insured** or limits of liability shall not be reduced by the amount of any claim following **Damage** as insured under this **Section** provided that

- a. the **Insurer** does not give written notice to the contrary within 30 days of the notification of any **Damage**
- b. the **Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Damage** to the expiry of the **Period of Insurance**
- c. the **Insured** agrees to comply with any security recommendations or other measures the **Insurer** may require to reduce the risk of **Damage**.

Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Index Linking

Unless the **Insured** requests to the contrary, the **Sums Insured** and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured** and/or Declared Values.

For **Buildings**, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or for Residential Property the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable index the **Insurer** decides upon) will be used.

For **Contents** and other **Property** shown and/or described in the **Schedule**, the Retail Price Index (or some other suitable index the **Insurer** decides upon) will be used.

The above percentage changes will continue to be applied between the date of any **Damage** and the date when replacement or repair has been completed provided that the work of rebuilding or repair is commenced and carried out without unreasonable delay.

2. Average (Underinsurance)

The **Sums Insured** by

- a. any items for **Buildings** or **Contents** subject to the Reinstatement (Day One Basis) clause are declared to be separately subject to Average as described in Special Condition 2 of such clause
- b. any other items of **Property Insured** (other than any **Sum Insured** applying solely to rent, fees, removal of debris or private dwellings) are declared to be separately subject to Average. This means if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by the **Insurer** will be proportionately reduced.

3. Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of **the Insured** covering any of the **Property Damaged**, **the Insurer's** liability under this **Section** shall be limited to **the Insurer's** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, the liability of **the Insurer** under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

4. Reinstatement (Day One Basis)

A. Subject to the Special Conditions set out below, the basis on which the amount payable for **Buildings, Contents** and any other **Property** for which a Declared Value is specified in the **Schedule** is to be calculated will be the reinstatement of the **Property** lost, destroyed or damaged.

For this purpose "reinstatement" means

- i. the rebuilding or replacement of **Property** lost or destroyed which, provided **the Insurer's** liability is not increased, may be carried out
 - a. in any manner suitable to the requirements of **the Insured**
 - b. on another site
 - ii. the repair or restoration of **Property** damaged
- in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

B. The Declared Value (shown in brackets below the **Sum Insured**), having been stated in writing by **the Insured**, has been used to calculate the premium.

"Declared Value" means the assessment by **the Insured** of the cost of reinstatement of **Property Insured** arrived at in accordance with paragraph A.i. at the level of costs applying at inception of the **Period of Insurance** (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i. any additional cost of reinstatement to comply with Public Authorities regulations, bye-laws or stipulations
- ii. professional fees
- iii. removal of debris costs.

Special Conditions.

1. At inception of each **Period of Insurance**, **the Insured** shall notify **the Insurer** of the Declared Value of **Property Insured**. In the absence of such declaration the last amount declared by **the Insured** will be taken as the Declared Value for the new **Period of Insurance**, appropriately adjusted if Index Linking applies.
2. If at the time of **Damage** the Declared Value of the **Property** is less than the cost of reinstatement (as defined in paragraph A. i.) at inception of the **Period of Insurance**, the amount payable by **the Insurer** will be proportionately reduced.
3. **The Insurer's** liability for the repair or restoration of **Property** damaged in part only, shall not exceed the amount which would have been payable if such **Property** had been wholly destroyed.

4. No payment beyond the amount **the Insurer** would have paid in the absence of this clause will be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement has actually been incurred
 - c. where **Property Insured** at the time of **Damage** is covered by any other insurance effected by **the Insured**, or on behalf of **the Insured**, which is not on the same basis of reinstatement.
5. All the terms and conditions of this **Section** and the **Policy** shall apply
 - a. to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
 - b. where claims are payable as if this clause had not been incorporated, except that sums insured will be limited to 115% of Declared Values.

5. European Union and Public Authorities Regulations including Undamaged Property

Subject to the Special Conditions set out below, cover for **Buildings** and **Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with Bye-Laws of any public authority, or to comply with the stipulations of European Union legislation in consequence of **Damage** in respect of

- lost destroyed or damaged **Property**
 - undamaged portions of such property
- excluding

- A. the cost incurred in complying with such regulations, bye-laws or stipulations
 - i. in respect of **Damage** occurring prior to the granting of this cover
 - ii. In respect of **Damage** not insured by this **Section**
 - iii. under which notice has been served upon **the Insured** before the date of the **Damage** or where an existing requirement must be completed within a stipulated period
 - iv. in respect of undamaged portions of the **Property** any property which has not sustained loss destruction or damage as insured by this **Section** or the **Policy**
- B. the additional cost that would have been required to make good the **Property Damaged** to a condition equal to its condition when new, had the necessity to comply with such regulations bye-laws or stipulations not arisen
- C. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** by reason of compliance with any such regulations, bye-laws or stipulations.

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay, and may be carried out upon another site (if such regulations, bye-laws or stipulations so necessitate) subject to there being no resulting increase in the liability of **the Insurer**
2. If the liability of **the Insurer** is reduced by the application of any of the terms and conditions of this **Section** or the **Policy** (other than as a result of this clause) the liability of **the Insurer** under this clause will be reduced in like proportion
3. The liability of **the Insurer** shall not exceed in respect of any one claim
 - i. in respect of undamaged portions of property (other than foundations) 15% of the total amount **the Insurer** would have been liable to pay to reinstate the property if the **Property Insured** by the item at the **Premises** where **Damage** occurred had been wholly destroyed
 - ii. in respect of the property suffering **Damage** the **Sum Insured** applicable to each separate premises
4. All the terms and conditions of this **Section** and the **Policy** shall apply to any claim payable under the provisions of this clause other than where they are expressly varied by the terms of this clause.

6. Services

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to **Buildings** or **Contents** insured by this **Section**, being the property of **the Insured** or for which **the Insured** are responsible.

7. Alterations and Additions

To the extent that they are not otherwise insured, **Buildings** and **Contents** items include

- a. alterations, additions and improvements (but not appreciation in value in excess of **Sums Insured**) to **Buildings**, machinery and plant
- b. any newly acquired or newly erected **Buildings**, machinery or plant within the **United Kingdom**, for no more than 10% of the **Sum Insured** for each item covered, or £1,000,000 in total, whichever is the less, at any one **Premises** or at any one newly acquired address elsewhere than at the **Premises**, provided that **the Insured** shall give details of such alterations and additions to **the Insurer** within 90 days of the commencement date of **the Insured's** responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

8. Professional Fees

Sums Insured and/or Declared Values for **Buildings** and **Contents** include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage** in the reinstatement or repair of **Property Insured**.

9. Removal of Debris Costs

Sums Insured and/or Declared Values for **Buildings**, **Contents** and **Stock** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in

- a. removing debris
- b. dismantling and demolishing
- c. shoring up or propping, or boarding up

The Insurer will not pay for any costs or expenses

- a. incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site
- b. arising from pollution or contamination of **Property** not insured by this **Section**.

10. Temporary Removal

Property Insured (other than **Stock**) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the **Premises**, including whilst in transit, within the **United Kingdom**.

The Insurer will not pay for

- a. such **Property** more specifically insured
- b. **Damage** to vehicles licensed for road use, in so far as they are insured by this **Section**, occurring elsewhere than at the premises from which such vehicles are removed
- c. more than 10% of the **Sum Insured** for each item covered, for **Damage** occurring elsewhere than at the premises.

11. Temporary Removal - Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the **Property Insured**, such items are covered whilst temporarily removed to any address elsewhere than at the **Premises**, including whilst in transit, within the **United Kingdom**.

The Insurer will not pay for

- a. such items more specifically insured
- b. more than 10% of the figure stated within the definition of contents for computer systems records
- c. more than 10% of the total value of such items.

12. Contract Price

In respect only of goods sold but not delivered, for which **the Insured** remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following **Damage** by reason of its conditions, either wholly or to the extent of the **Damage**, cover will be based on the contract price.

For the purpose of this clause the value of all goods to which this basis of settlement could apply in the event of **Damage** will also be ascertained on this basis.

13. Electrical Apparatus

If any electrical apparatus or fittings are damaged by fire due to self ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity, **the Insurer** shall not be liable for **Damage** to the particular piece of apparatus or fitting which has caused the fire, but **the Insurer** shall be liable for **Damage** to any other apparatus or fittings in consequence of such fire.

14. Customers' Goods

If **the Insured** have represented to customers that they will accept responsibility for **Damage** to the goods of customers or to goods for which such customers may be legally responsible, **the Insurer** agrees that all such goods in the **Premises** will be covered as **Stock**, except in so far as they are more specifically insured.

15. Data Processing and Ancillary Equipment

Cover includes **Damage** to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from **Damage** to any air conditioning facilities.

16. Rent

Where an item covering rent is specifically described in the **Schedule**, cover applies only if a **Building** in respect of which rent is payable by or to **the Insured**, or any part of it, is unfit for occupation in consequence of **Damage**. **The Insurer** will not pay for more than the proportion of the **Sum Insured** on rent that the period necessary for reinstatement bears to the term of rent covered.

17. Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing of **Contents** following **Damage**.

18. Glass and Neon/Illuminated Signs

Cover extends to include **Damage** to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/illuminated signs.

Following **Damage** to glass or neon/illuminated signs **the Insurer** will pay the cost of

- a. any necessary boarding-up or temporary glazing pending full replacement
- b. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c. **Damage to Contents** or **Stock** caused by broken glass
- d. removing and re-fixing window fittings and other obstacles to replacing broken glass.

The Insurer will not pay for **Damage**

1. in respect of neon and illuminated signs
 - i. arising from adjustment, repair, dismantling or erection of any part of the sign or whilst such sign is removed from its normal working position
 - ii. arising from mechanical breakdown of the sign or any part of the sign
 - iii. to any part of the sign by its own ignition, electrical breakdown or burn out
 - iv. to tubes unless the glass is fractured
2. existing prior to the inception of this **Section**.

19. Locks and Keys

The **Insurer** will pay the costs incurred as a result of the necessary replacement of locks at the **Premises** following theft (as insured by this **Section**) of keys or entry swipe cards from the **Premises** or from the home of any director, partner or employee authorised by **the Insured** to hold such keys or cards, or following threat of or actual assault or violence to **the Insured** or any authorised employee, or if there is reasonable evidence that keys have been duplicated by an unauthorised person, provided that the liability of **the Insurer** will not

- a. include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **Premises** whilst the **Premises** is closed for **Business**
- b. exceed £25,000 any one claim and in total during any one **Period of Insurance**.

20. Fire Extinguishers, Sprinklers and Security Equipment

The **Insurer** will pay the reasonable costs incurred by **the Insured** in

- A. re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads
- B. having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of **Damage**, provided that
 - i. **the Insured** maintain all such equipment under contract and in accordance with the manufacturer's instructions with a maintenance company acceptable to **the Insurer**
 - ii. **the Insurer** shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service
 - iii. the liability of **the Insurer** in respect of any one claim shall not exceed £25,000.

21. Metered Utilities

Cover includes additional water, gas, electricity, oil or other metered supply charges incurred by **the Insured** up to an amount of £25,000 any one claim, in consequence of **Damage**, but **the Insurer** will not pay for such charges incurred in respect of any building which is **Unoccupied**.

The basis on which the amount payable is to be calculated will be the amount of the suppliers charges for the period during which **Damage** occurs, less the charge paid by **the Insured** for the corresponding period in the preceding year, adjusted for changes in the suppliers charges and for variations affecting the supply consumption of **the Insured** during the intervening period.

22. Exhibitions

Property Insured is covered whilst at any exhibition site anywhere in the **United Kingdom**, including whilst in transit to and from such exhibition, provided that such exhibition site is not under canvas or in the open.

Cover is extended to include non-recoverable Exhibition Expenses following abandonment by **the Insured** of any exhibition as a result of **Damage** by a **Specified Event**

- i. to any building, stand or other property used by the **Insured** at such exhibition site
- ii. to **Property Insured** whilst in transit to such exhibition

The most **the Insurer** will pay in respect of any one claim is £25,000.

For the purposes of this Basis of Settlement Adjustment the following definition applies:

Exhibition Expenses:

Costs directly incurred by **the Insured** in connection with the exhibition, including but not limited to advertising, printing, stationery, insurance premiums, charges for space and services, hire of stands, transport charges and the cost of installing stands fittings and exhibits.

23. Trace and Access

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, **the Insurer** will pay costs necessarily and reasonably incurred by **the Insured** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of £25,000 any one claim.

24. Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the **Specified Events** of storm or flood is deemed to be one claim.

The Insured have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

25. Freeholders, Lessors and Mortgagees

a. **The Insurer** agrees that the interest of any Freeholder, Lessee, Under Lessee and/or Mortgagee in respect of **Buildings** insured by this **Section** and which attached before the happening of any **Damage** shall be automatically noted in this insurance if requested by **the Insured**, but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to **the Insurer** by **the Insured** in the event of **Damage**.

b. This insurance shall not be invalidated by any increase in the risk of **Damage** resulting from an alteration, act or omission which occurs without the authority or knowledge of any Freeholder and/or Lessor and/or Mortgagee, but this shall only protect the interest of such Freeholder, Lessor or Mortgagee and shall only apply if **the Insurer** is notified immediately on the party becoming aware of the increased risk and the payment of any reasonable additional premium is made.

26. Landscaped Grounds

Cover includes costs incurred by **the Insured** in consequence of **Damage to Property Insured** at the **Premises**, up to the amount of £25,000 any one claim, in restoring landscape grounds to their original appearance when first laid out and planted, but **the Insurer** will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established.

27. Theft Damage to Buildings

Cover includes loss, destruction of or damage to a building or part of a building at the **Premises**, whether such building or part of a building is insured by this **Section** or not, but for which **the Insured** are responsible, caused by theft or attempted theft excluding

- A. loss, destruction or damage
 - i. of or to any **Unoccupied** building, unless agreed otherwise by **the Insurer** in writing
 - ii. expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**, unless such theft or attempted theft involves the threat of or assault or violence to **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
 - iii. of or to property
 - a. in respect of which **the Insured** is not liable for repair costs
 - b. in respect of which **the Insured** is able to recover repair costs from another source
 - c. which is more specifically or otherwise insured
- B. after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule** or £500 whichever is the greater.

Cover also includes the cost of any temporary boarding-up and making good in consequence of such loss, destruction or damage necessary to keep the **Premises** secure.

Exclusion 2. c. i. of this **Section** does not apply to this Basis of Settlement Adjustment.

28. Leased and Rented Premises - Difference in Conditions & Difference in Limits

Cover extends to include **Damage** to buildings and fixtures and fittings within the **United Kingdom** which are insured under a more specific insurance but for which **the Insured** are legally liable as tenant and not as owner in accordance with the requirements of a lease (other than where **the Insured** contract to arrange the insurance) but only when the insured perils and/or definitions and/or conditions set forth in this **Section** are broader in meaning or scope than those of such more specific insurance.

Should such more specific insurance by virtue of its terms, conditions or limits of liability fail to indemnify **the Insured** in whole or in part, to the extent that such indemnity is not provided by such more specific insurance but which would have been had such more specific insurance followed the terms, conditions, exclusions and limits of the Cover under this **Section** and this **Policy**, then subject to all of the terms, conditions, exclusions and limits applicable to this **Section** and this **Policy** **the Insurer** will indemnify **the Insured** against **Damage** as defined in this **Section** and this **Policy**, provided that

- a. **the Insurer** shall not be liable for more than £1,000,000 any one claim
- b. this Extension shall not provide an indemnity in respect of any deductible or excess applicable to such more specific insurance
- c. the sums insured under such more specific insurance represent the full replacement cost, or where applicable the full indemnity value
- d. if **the Insured** become aware that the buildings at any **Premises** are not insured by the landlord, **the Insured** shall arrange specific insurance thereon
- e. any claim for **Damage** must first be submitted to the insurer of such more specific insurance.

Unless **the Insurer** has confirmed that this **Section** and this **Policy** would indemnify **the Insured** in such circumstances, **the Insurer** shall not be liable and no amount shall be recoverable under this Extension

- i. for any **Damage** to the extent and up to the amount that such **Damage** is insured under such more specific insurance
- ii. for any **Damage** arising from a contingency which is specified in the lease which is to be insured by the landlord
- iii. where such more specific insurance has been cancelled, lapsed or avoided as a result of an act or omission on the part of **the Insured**
- iv. where such more specific insurance fails due to the breach of any condition or warranty contained therein

The Insurer shall not be liable and no amount shall be recoverable under this Extension

- i. in respect of any shortfall in the indemnity provided by such more specific insurance due solely to the operation of any Average (Underinsurance) condition
- ii. in respect of any **Damage** of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism.

29. Reinstatement to Match - Computer Equipment

Where computer equipment has suffered **Damage** to the extent that repair is impractical and replacement by similar property in a condition equal to but not better or more extensive than when new is impossible, then **the Insured** may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration with such property for the purposes of this **Section** shall not be regarded as being better or more extensive than when new

Cover also extends to include

- i. the cost of replacement or modification of undamaged computer equipment insofar as it is necessary to adapt it to operate in conjunction with lost, destroyed or damaged property which has been replaced, repaired or restored
- ii. the cost of replacement, repair or modification of undamaged parts of computer equipment that form part of a matching set of articles, or suite of common design or function, where the **Damage** is restricted to a clearly identifiable area or to a specific part

Provided that

- a. the total liability of **the Insurer** is not increased beyond the amount
 - i. that would otherwise have been payable for the replacement, repair or restoration of the property lost destroyed or damaged in its original form
 - ii. that would have been payable for replacement, repair or modification of the whole property forming a set of articles, or suite of common design or function if such property had been wholly destroyed
- b. **the Insurer** shall be liable only for the amount sufficient to enable **the Insured** to resume operations in substantially the same manner as before the **Damage**
- c. where the property is lost, destroyed or damaged in part only, **the Insurer** will not pay more than the amount representing the cost which **the Insurer** would have paid for repair, restoration or replacement if such property had been wholly destroyed
- d. if **Damage** to computer equipment results in undamaged computer records being incompatible with replacement computer equipment **the Insurer** will pay the costs of
 - i) modifying the computer equipment
 - or
 - ii) replacing computer records with reinstatement of programmes and/or information (but not for the value of the information to **the Insured**)whichever is the less.

30. Obsolete Building Materials

The Basis of Settlement in respect of **Buildings** extends to include the reasonable additional costs incurred in replacement of **Damaged** materials which given consideration to the scientific and technical knowledge at the time of installation, construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the **Damage**

The **Buildings** shall not be regarded as being better or more extensive than when new provided that **the Insurer's** liability in respect of any one claim is limited to

- a. 10% of the Declared Value of such **Buildings** in respect of such additional costs
 - or
 - b. the **Sum Insured** at each separate premises or the **Total Sum Insured** or any other limit of liability in this **Section**
- whichever is the less at the time of any
- Damage**
- in any one
- Period of Insurance**
- .

31. Loss Minimisation and Prevention Expenditure

Cover extends to include costs and expenses necessarily and reasonably incurred by **the Insured** with the consent of **the Insurer** in

- A. preventing or reducing imminent **Damage** which would have been insured under this **Section**
- B. reducing, mitigating or otherwise alleviating **Damage** insured under this **Section** during and after the occurrence of such **Damage**, provided that
 - a. the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred
 - b. the impending **Damage** did not arise from any defect in the **Property Insured**
 - c. the **Damage** is not more specifically insured under this or any other policy, bond, indemnity, security or other legally binding contract
 - d. the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim.

32. Further Investigation Expenses

Where any buildings have suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Buildings** which is not immediately apparent, Cover extends to include the reasonable costs incurred by **the Insured** with **the Insurer's** prior consent in establishing whether or not such other **Damage** has occurred

The Insurer will also pay the reasonable costs incurred by **the Insured** in establishing whether or not other insured buildings in the immediate vicinity for which **the Insured** are responsible have suffered **Damage** in the same incident, but only if such **Buildings** are subsequently found to have suffered such **Damage** for which **the Insurer** is liable under this **Section**

Provided that the liability of **the Insurer** in any one **Period of Insurance** shall not exceed £5,000 (unless specified otherwise in the **Schedule**).

33. Inadvertent Omission to Insure

The Insured having notified **the Insurer** of their intention to insure all property which they own or for which they are responsible situate within the **United Kingdom** with **the Insurer** (unless otherwise agreed in writing by **the Insurer**) from the inception date of this **Section** of the **Policy**, and it being **the Insured's** belief that all such property is insured, then **the Insurer** agrees to extend cover under this **Section** so that if subsequently any such property is found to have inadvertently been left uninsured by **the Insured** during the **Period of Insurance** then **the Insurer** will deem such property to be insured by this **Section**, provided that

- a. the maximum liability of **the Insurer** for any one claim in respect of **Buildings** and **Contents** in total shall not exceed £1,000,000 any one premises
- b. **the Insured** carry out at not less than twelve monthly intervals a check to ensure that effective insurance is in force for all property owned or leased by the Insured or for which the Insured are responsible
- c. **the Insured** shall give details in writing immediately an omission is discovered and within 30 days of the date of discovery shall provide **the Insurer** with the sums insured to apply for any such property, and effect specific cover retrospective to such date, and pay the appropriate additional premium
- d. in respect of any buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the **Property Insured** at the time of the **Damage**, less an appropriate deduction for wear and tear and prior depreciation, and in respect of any buildings due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the buildings
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Alterations and Additions Basis of Settlement Adjustment or in respect of any appreciation in value
- f. the value of the property which has been inadvertently omitted shall for the purpose of Average (Underinsurance) be added to the **Sum Insured** on the item to which the **Property** relates, or in the case of Reinstatement (Day One Basis) to the Declared Value.

34. Property Stored

Cover extends to include **Damage** to property comprising **Stock** whilst elsewhere than at the **Premises** and within the **United Kingdom**, excluding

- a. property more specifically or otherwise insured
- b. **Damage** to property in any yard, car park or open space or contained within an open sided structure or open sided building
- c. **Damage** caused other than by the **Specified Events** of fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Provided that the liability of **the Insurer** in respect of any one claim shall not exceed 10% of the **Sum Insured** on **Stock** or £250,000 whichever is the less.

35. Sprinkler Installation Upgrading Costs

If following **Damage** **the Insurer** requires the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time of reinstatement, **the Insurer** will pay the costs incurred by **the Insured** provided that at the time of the **Damage** the installation conformed to the 28th or 29th Edition of such Rules when installed but did not conform to subsequent amendment to such Rules, provided that

- a. the amount recoverable excludes any rate, tax, duty development or other charge or assessment arising out of capital appreciation as a result of complying with the requirements of **the Insurer**
- b. the liability of **the Insurer** at the time of any **Damage** in respect of any one claim shall in no case exceed 20% of the **Sum Insured** for the item including such sprinkler installation, or any other limit of liability in this **Section** whichever is the less.

36. Drains, Sewers and Gutters

Sums Insured and/or Declared Values for **Buildings, Contents** and **Stock** include an amount in respect of costs incurred for cleaning and/or clearing of drains, sewers and gutters, other than where an item covering such costs is specifically described in the **Schedule**

Cover applies only to such costs necessarily and reasonably incurred by **the Insured**, and for which **the Insured** are responsible, in consequence of **Damage**

The Insurer will not pay for any costs or expenses

- a. incurred in cleaning and/or clearing other than from the site of such **Property Damage** and the area immediately adjacent to such site
- b. arising from pollution or contamination of **Property** not insured by this **Section**.

37. Moulds, Tools and Dies

Cover includes moulds, tools, and dies belonging to **the Insured** or for which **the Insured** are responsible whilst at the **Premises** and whilst elsewhere than at the **Premises** at any premises within the **United Kingdom** not occupied by **the Insured**, including whilst in transit thereto and therefrom by road, rail or inland waterway, provided that the liability of **the Insurer** in respect of any one claim shall not exceed £250,000 (unless otherwise stated in the **Schedule**).

38. Branded Goods

In the event of a claim for **Damage** to branded or labelled merchandise covered by this **Section**, any salvage will not be disposed of by sale without the consent of **the Insured**. If such salvage is not disposed of by sale then the **Damage** will be assessed at the value agreed between **the Insured** and **the Insurer** and be taken into consideration at the settlement of the loss.

The Insured may at the expense of **the Insurer** stamp "salvage" on the merchandise or its containers or may remove or obliterate the brands or labels from such merchandise if such stamp removal or obliteration will not physically further **Damage** the merchandise, provided that **the Insured** re-label the merchandise or containers in compliance with the requirements of the law.

39. Unauthorised Use of Supplies

Cover includes water, gas, electricity, oil or other metered supply charges incurred by **the Insured** and for which **the Insured** are legally responsible, due to unauthorised use by persons taking possession of, keeping possession of or occupying any **Premises** without the written consent of **the Insured**, provided that

- a. **the Insured** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b. **the Insured** has advised **the Insurer** of such unauthorised use immediately on becoming aware of it
- c. Section Condition 3 Unoccupied Premises has been complied with by **the Insured**
- d. the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim and in total during any one **Period of Insurance**.

40. Contract Works

Cover for each **Buildings** item extends to include **Contract Works** undertaken in performance of any contract and for which **the Insured** are responsible under the terms of the contract, provided that

- a. **the Insurer's** liability shall not exceed £250,000 in respect of any one contract in respect of all losses arising out of one occurrence
- b. this insurance shall only apply in so far as the **Contract Works** are not otherwise insured
- c. **the Insurer** shall not be liable for the first £1,000 of each and every claim.

41. Contractors Interest Clause

When **the Insured** is required by the terms or conditions of any contract to effect insurance on **Buildings** and **Contents** in the joint names of **the Insured** and of any contractor or sub-contractor named in such contract, **the Insurer** agrees to note such joint interests, provided that **the Insured** shall notify **the Insurer** of details of any single contract valued at £250,000 or more in advance of commencement of the work, and pay any additional premium **the Insurer** may require.

42. General Interests

The Insurer agrees to automatically note the interest of any other party if requested by **the Insured** in any of the **Property Insured** and which attached before the happening of any **Damage**, but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to **the Insurer** by **the Insured** in the event of **Damage**.

43. Contracting Purchaser's Interest

The Insurer agrees that without prejudice to the rights and liabilities of **the Insured** or **the Insurer**, if at the time of **Damage** **the Insured** have contracted to sell their interest in any building insured under this **Section**, and the purchase has not been but is subsequently completed, the purchasers on completion of the purchase shall be entitled to benefit under this **Section** until completion, to the extent that such building is not otherwise insured by the purchaser or on their behalf.

44. Continuing Interest and Hire Charges

In the event of **Damage** at the **Premises** where **the Insured** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which the **Insured** are responsible and which is not otherwise insured **the Insurer** will pay such charges actually and reasonably incurred, subject to a limit of £10,000 any one claim and in total in any one **Period of Insurance**.

45. Undamaged Stock

The Basis of Settlement for **Stock** includes any loss incurred less the value of any salvage

- a. in the event of undamaged **Stock** deteriorating and/or being condemned or otherwise becoming unusable
- b. in respect of **Stock** which **the Insured** is obliged under contract to accept from any other party but is unable to use

resulting solely from **Damage** as insured by this **Section**, provided that the liability of **the Insurer** in respect of any one claim shall not exceed 15% of the **Sum Insured** on **Stock**.

46. Fire Brigade

The Insurer will pay the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

47. Value Added Tax (VAT)

To the extent that **the Insured** is accountable to the Tax Authorities for Value Added Tax, all terms in this **Section** shall be exclusive of such tax. However this **Section** extends to include any additional liability for Value Added Tax that **the Insured** may incur in respect of the self supply of land in order to reinstate or repair property following **Damage**.

48. Pairs & Sets

In the event of **Damage** to any item insured consisting of one of a number of individual items forming part of a matching set of articles, or suite of common design or function, and where repair, replacement or restoration of undamaged portions of such **Property** is impractical, cover extends to include the cost of replacement, repair or modification of such **Property** which for the purposes of this **Section** shall not be regarded as being better or more extensive than when new, provided that

- a. **Damage** is restricted to a clearly identifiable area or to a specific part
- b. the total liability of **the Insurer** is not increased beyond the amount
 - i. that would have otherwise been payable for the replacement, repair or restoration of the property lost, destroyed or damaged in its original form
 - ii. that would have been payable for replacement, repair or modification of the whole property forming a set of articles, or suite of common design or function if such property had been wholly destroyed
- c. **the Insurer** shall be liable only for the amount sufficient to enable **the Insured** to resume operations in substantially the same manner as before the **Damage**
- d. where the property is lost, destroyed or damaged in part only, **the Insurer** will not pay more than the amount representing the cost which **the Insurer** would have paid for repair, restoration or replacement if such property had been wholly destroyed.

49. Undamaged Tenants Improvements

In the event of **Damage** by a **Specified Event** to **Buildings** or **Contents**, in consequence of which **the Insured's** lease is terminated by the Lessor pursuant to a valid condition of **the Insured's** lease, cover extends to include the value of undamaged tenants fixtures, fittings, alterations, installations or additions made at the expense of **the Insured** and which cannot legally be removed, in or on a building occupied but not owned by **the Insured**, provided that

- a. **the Insurer** shall not be liable for retaining walls, foundations or supports below the surface of the lowest floor or basement, or for outdoor trees, shrubs, plants or lawns
- b. the maximum liability of **the Insurer** for any one claim shall not exceed £100,000.

50. Motor Vehicles

Notwithstanding Exclusion 10 a, and provided they are more specifically insured, this **Section** will indemnify **the Insured** for loss or destruction or damage to motor vehicles licensed for road use (including accessories on them) owned or leased by **the Insured** whilst parked at the **Premises**, in respect of any amount over and above that recoverable under such more specific insurance

Basis of Settlement Adjustment 4 Reinstatement (Day One Basis) shall not apply to this clause.

51. Foundations

Sums Insured and/or Declared Values for each item on **Buildings** extend to include an amount in respect of foundations. If following **Damage** re-building is carried out upon another site, **the Insurer** agrees to treat abandoned foundations as **Damaged** whether or not such foundations are **Damaged**. Where abandoned foundations increase the resale value of the original building site, the increased value shall be regarded as salvage.

Section Conditions

1. General Precautions

The Insured must

- a. take all reasonable precautions to keep the **Premises** and the **Property Insured** secure
- b. take all reasonable precautions to maintain the **Property Insured** in a good state of repair
- c. remove all keys including duplicate keys relative to the security of the **Premises** and to any safe or strongroom on the **Premises** from such secured premises when they are closed for **Business** or are left unattended.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of any of the **Property Insured** there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of **Damage** as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Change of Occupancy and Unoccupied Buildings

Unless **the Insurer** agrees otherwise in writing, it is a condition precedent to the liability of **the Insurer** that

- a. **the Insured** must notify **the Insurer** in writing as soon as they become aware that
 - i. any occupied buildings or occupied parts of any buildings become **Unoccupied**
 - ii. any **Unoccupied** buildings or **Unoccupied** parts of any buildings become occupied**The Insurer** will notify **the Insured** of the terms and conditions to apply to such buildings and **the Insured** may be required to pay an additional premium
- b. in respect of any buildings or parts of any buildings that are **Unoccupied** or become **Unoccupied** after the commencement of cover under this **Section**, that until such buildings or parts of buildings again become occupied **the Insured** or their nominees must
 - i. turn off electricity, gas and water supplies at the mains and drain down all water systems except for those connected to automatic
 - fire alarm or intruder alarm installations
 - sprinkler installations or other fire suppression systems
 - ii. maintain automatic sprinkler installations and other fire suppression systems and automatic fire and intruder alarm installations, and keep them fully operational
 - iii. maintain a level of heating sufficient to prevent freezing of automatic sprinkler installations
 - iv. secure the buildings and the **Premises** and all points of access against entry by intruders, and put all protective and locking devices and any intruder alarm installations into full and effective operation
 - v. remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from the **Premises**
 - vi. carry out an internal and external inspection of the buildings and the **Premises** at least once every 7 days and
 - maintain a record of such inspections
 - ensure that any defects in the condition or state of repair of the buildings including any walls, gates and fences pertaining to them, or any defects in security, alarm or fire protection installations are rectified, remedied or repaired immediately
 - vii. notify **the Insurer** immediately if the buildings and/or the **Premises** are to be occupied by contractors for renovation, alteration or conversion purposes
 - viii. complete any risk improvements put forward by **the Insurer** within the timescales specified by **the Insurer**.

4. Non Invalidation

This **Section** shall not be invalidated by

- a. any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of **Damage** is increased, provided that **the Insured** shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b. workmen on the **Premises** carrying out repairs, general maintenance work or minor structural or other alterations.

5. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1. such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
3. **the Insured** must
 - a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
 - b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
 - c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
4. in the event of notification of
 - a. activation of the Intruder Alarm Installation
 - b. any fault in the Intruder Alarm Installation
 - c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installation

during any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety

If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing
5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
 - a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

- A. is available at all times to
 - i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation
 - ii. attend and allow access to the **Premises** and the buildings
- B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

6. Inspection Requirement

The Insurer shall not be liable for **Damage** caused by explosion originating within any vessel, machine or apparatus or its contents, belonging to **the Insured** or under the control of **the Insured**, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service.

7. Additional Claims Conditions

In the event of **Damage**, **the Insured** shall at their own expense deliver to **the Insurer**

- a. within 30 days after such **Damage** (28 days in the case of **Damage** by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **the Insurer** may allow in writing
 - i. full information in writing of the property insured damaged, and the amount of damage
 - ii. details of any other insurances on the property insured covered by this section
- b. all such proof and information relating to the claim as may reasonably be required
- c. if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

8. Reinstatement

If any property is to be reinstated or replaced by **the Insurer**, **the Insured** shall at their own expense provide all plans, documents, books and information as may reasonably be required. **The Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

9. The Insurer's Rights Following a Claim

In respect of **Damage** for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to **the Insurer** any **Property Insured**, and to deal with such **Property** for all reasonable purposes and in any reasonable manner.

No **Property** may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

10. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

11. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

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Specified All Risks Section

Definitions

Damage/Damaged

Accidental loss or destruction of or damage to **Property Insured**.

Premises

The buildings at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Property/Property Insured

Property described in the **Schedule**.

Territorial Limits

- A. The **Premises**
- B. Anywhere within the **United Kingdom**
- C. Anywhere within countries of the European Union
- D. Anywhere in the world.

Unattended

Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the vehicle or property under observation and able to observe or prevent any attempt by any person to interfere with the vehicle or property.

Cover

The Insurer will pay the Insured for **Damage to Property Insured** described in the **Schedule**, whilst within the **Territorial Limits** specified in the **Schedule**.

Exclusions

1. **Damage** caused by or arising from
 - a. wear and tear, inherent defect
 - b. rot, mildew, rust, corrosion, frost, pollution or contamination
 - c. insects, woodworm, vermin
 - d. dyeing, cleaning, repair, renovation
 - e. electronic, electrical or mechanical breakdown, failure or derangement
 - f. faulty manipulation, design, plan, specification or materials
 - g. gradual deterioration, market depreciation
 - h. consequential loss or damage of any kind or description
2. **Damage to Property Insured** caused by its undergoing any process involving the application of heat
3. **Damage** suffered by **the Insured** as a result of being deceived into knowingly parting with **Property**
4. **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. **Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
 - a. correctly to recognise any date as its true calendar date
 - b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date
6. **Damage** not occurring within the **Territorial Limits** specified in the **Schedule**
7. after the application of all other terms and conditions of this **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate **Premises**, the amount of the **Excess** specified in the **Schedule**.

Basis of Settlement

The Insurer will pay the Insured the value of the Property Insured at the time of its loss or destruction, or the amount of the Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.

The most the Insurer will pay for any one claim is

- A. the Total Sum Insured, or for each item its individual Sum Insured, at the time of Damage
- B. the amount of the Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the Insurer agrees to reinstate any such Sum Insured.

Following Damage as insured by this Section the Sums Insured or limits of liability shall not be reduced by the amount of any claim provided that

- a. the Insurer does not give written notice to the contrary within 30 days of the notification of any Damage
- b. the Insured pays the appropriate additional premium on the amount of the claim from the date of the Damage to the expiry of the Period of Insurance
- c. the Insured agrees to comply with any security recommendations or other measures the Insurer may require to reduce the risk of Damage.

Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Average (Underinsurance)

Sums Insured are declared to be separately subject to Average. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

2. Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage

3. Data Processing and Ancillary Equipment

Cover includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from Damage to any air conditioning facilities.

4. General Interests

The Insurer agrees to automatically note the interest of any other party if requested by the Insured in any of the Property Insured and which attached before the happening of any Damage but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage.

Section Conditions

1. Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- a. keep the **Premises** secure and in a good state of repair
- b. ensure that all trade and/or domestic refuse is removed from
 - i. the **Buildings** at the end of each working day
 - ii. the **Premises** at least once a week
- c. install any additional protections asked for by **the Insurer** in the **Premises**, or in any vehicle
- d. remove all keys including duplicate keys relative to the security of
 - i. the **Premises** and to any safe or strongroom on the **Premises** from such secured **Premises** when they are closed for **Business** or are left unattended
 - ii. any vehicle from such secured vehicle when such vehicle is left unattended.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of any of the **Property Insured** there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of **Damage** as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of **Damage** is increased, provided **the Insured** shall give notice to **the Insurer** (and pay an additional premium) immediately they become aware of such alteration.

4. Additional Claims Conditions

The Insurer will not pay for any claim for **Damage** which is not notified to **the Insurer** within 30 days of the occurrence of such **Damage**.

5. Reinstatement

If any property is to be reinstated or replaced by **the Insurer**, **the Insured** shall at their own expense provide all documents, books and information as may reasonably be required. **The Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this **Section** more than its **Sum Insured**.

6. The Insurer's Rights following a Claim

In respect of **Damage** for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to **the Insurer** any **Property Insured**, and deal with such **Property** for all reasonable purposes and in any reasonable manner.

No **Property** may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

7. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

8. Vehicle Security Protections

It is a condition precedent to the liability of **the Insurer** that additional protections to any vehicle required by **the Insurer** shall:

- A. be installed in accordance with the specification agreed by **the Insurer**
- B. not be altered or varied unless agreed in writing by **the Insurer**
- C. be kept in full and working order at all times
- D. where appropriate to the type of protection, be serviced under a maintenance contract
- E. be secured or set whenever the vehicle is left loaded and **Unattended** with all keys or other portable operating devices being kept in the personal custody of the driver of the vehicle or of any other person authorised to be in the vehicle

9. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1. such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
3. **the Insured** must
 - a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
 - b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
 - c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
4. in the event of notification of
 - a. activation of the Intruder Alarm Installation
 - b. any fault in the Intruder Alarm Installation
 - c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installationduring any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing
5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
 - a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

- A. is available at all times to
 - i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation
 - ii. attend and allow access to the **Premises** and the buildings
- B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

Special Conditions (Applicable if shown in the Schedule as operative)

1. Overnight Theft Exclusion

This **Section** excludes loss or damage due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

- A. after the last transit of the day until next collected by the driver
- B. whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle

2. Overnight Theft Exclusion - Locked Building or Yard Requirement

This **Section** excludes loss or damage due to theft or attempted theft of the **Property Insured** from any **Unattended** vehicle

- A. after the last transit of the day until next collected by the driver unless such vehicle is in a securely locked building or in a fully enclosed and locked yard
- B. whilst otherwise in transit unless such vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such vehicle

3. Theft Exclusion

This **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any **Unattended** vehicle.

4. Alarm Clause - Specified Vehicle

In respect of any vehicle specified in the Schedule this **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any such specified vehicle that is left **Unattended**, unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys removed, and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

5. Alarm Clause - Unspecified Vehicle

This **Section** excludes loss of or damage to the **Property Insured** resulting from theft or attempted theft from any **Unattended** vehicle unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys removed, and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

6. Computer Equipment

In respect of computer equipment, it is a condition precedent to the liability of **the Insurer** in respect of any claim for **Damage** by theft or attempted theft that

- A. when such equipment is left **Unattended** inside any vehicle
 - i. the vehicle is securely locked and all security devices set in operation
 - ii. the vehicle is kept in a locked building of substantial construction or in a guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
 - iii. it is stored in the boot if the vehicle is a private car, or otherwise concealed from view
- B. when such equipment is in transit by air, it is carried as hand luggage
- C. when such equipment is in transit by ship or ferry, if not kept in accordance with A.i. above it is kept in a securely locked cabin on board such vessel.

Book Debts Extension

Definitions

Event

Destruction of or damage to **the Insured's Records**

- A. at the **Premises**
- B. at any premises in the **United Kingdom** occupied by persons acting on behalf of **the Insured**, to which **Records** have been temporarily removed
- C. in transit, including sea or air transit, within the **United Kingdom**, but excluding such destruction or damage by theft or attempted theft.

Records

The Insured's books of account or other business books or records.

Outstanding Debit Balances

The total recorded by **the Insured** under the provisions of the Outstanding Debit Recording Condition adjusted for

- A. bad debts
- B. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through **the Insured's** books at the time of the **Event**) to Customers' Accounts in the period between the date to which the total last recorded relates and the date of the **Event**
- C. any abnormal condition of trade which had or could have had a material effect on the **Business** so that the adjusted figures represent as near as reasonably practicable results which but for the **Event** would have obtained at the date of the **Event** had the **Event** not occurred.

Cover

The Insurer will pay **the Insured** for **Outstanding Debit Balances** following any **Event** covered under the Business Interruption **Section** of this **Policy**.

Basis of Settlement

The **Insurer** will pay the **Insured** the amount of their claim for **Outstanding Debit Balances** if in consequence of an **Event** the **Insured** are unable to trace or establish **Outstanding Debit Balances** in whole or in part.

The most the **Insurer** will pay for any one claim is the **Total Sum Insured** at the time of the **Event**.

The **Sums Insured** or limits of liability shall not be reduced by the amount of any claim as insured under this **Extension** provided that

- a. the **Insurer** does not give written notice to the contrary within 30 days of the notification of any **Event**
- b. the **Insured** pays the appropriate additional premium on the amount of the claim from the date of the **Event** to the expiry of the **Period of Insurance**
- c. the **Insured** agrees to comply with any security recommendations or other measures the **Insurer** may require to reduce the risk of an **Event**.

The insurance under this **Extension** is limited to loss sustained by the **Insured** directly due to the **Event** and the amount payable shall not exceed

- A. the difference between
 - i. the **Outstanding Debit Balances**, and
 - ii. the total of the amounts received or traced in respect of such balances
- B. the additional expenditure incurred with the **Insurer's** previous consent in tracing and establishing customers' debit balances after the **Event**.

Basis of Settlement Adjustments

In calculating the amount the **Insurer** will pay the **Insured**, adjustments shall be made in accordance with the following clauses.

1. Average (Underinsurance)

If the **Total Sum Insured** at the time of the **Event** is less than the **Outstanding Debit Balances**, the amount payable will be proportionately reduced.

2. Auditors and Accountants Charges

If the auditors or professional accountants of the **Insured** produce any particulars or details required by the **Insurer** from the **Insured's** books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this **Extension**, the **Insurer** will pay the **Insured** the reasonable charges payable by the **Insured** to their auditors or professional accountants, provided that the sum of such reasonable charges and any other amount payable under this **Extension** shall not exceed the liability of the **Insurer** under this **Extension**.

3. Claims Preparation Expenses

Cover extends to include the necessary and reasonable costs, expenses and charges incurred by the **Insured** in producing and certifying any particulars or details required by the **Insurer** in connection with any claim under this **Section** and which are incurred with the consent of the **Insurer** and for which the **Insurer** has admitted liability, provided that

- i. such costs and expenses are limited to
 - any additional costs and expenses incurred by any employees of the **Insured** and the cost of materials used in furnishing the **Insurer's** requirements
 - the reasonable charges payable by the **Insured** to their auditors or professional accountants for producing such information as may be required by the **Insurer**
- ii. the **Insurer** shall have the right to review and audit all documentation relating to such costs and expenses
- iii. such costs expenses and charges are not otherwise recoverable under this **Extension** or the **Policy**
- iv. an **Excess** of £500 shall apply in respect of each and every claim
- v. the liability of the **Insurer** shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the **Sums Insured** or limits applying under this **Extension**.

Extension Conditions

Business Interruption Section Conditions 1, 2, 3, 4, 5 and 6 apply to this **Extension**, and in addition

1. Outstanding Debit Recording

At the end of each month **the Insured** shall record the total amount outstanding in Customers Accounts at that time, and keep a copy of such records at a place other than **the Insured's Premises**.

2. Additional Claims Condition

In the event of any **Event** in consequence of which **the Insured** make or may make a claim under this **Extension**, **the Insured** shall at their own expense deliver to **the Insurer** full information in writing of the particulars of the claim, together with details of all other policies covering **Outstanding Debit Balances** or any part of them, and the amount of any resulting **Outstanding Debit Balances**.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to **the Insurer**.

Business Interruption All Risks Section Additional Cost of Working

Definitions

Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by **the Insured** at the **Premises** in consequence of an **Event** to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Event

Accidental loss or destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Premises

The buildings at the address or addresses shown in the **Schedule**, including their grounds, all within the boundaries for which **the Insured** are responsible and being, unless more specifically described in the **Schedule**, occupied by **the Insured** for the purpose of the **Business**.

Specified Events

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

Unoccupied

Any building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days.

Indemnity Period

The period beginning with the occurrence of the **Event** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of any **Event**.

Maximum Indemnity Period

The period shown in the **Schedule**.

Cover

The Insurer will pay the Insured for **Business Interruption** by any **Event**, excluding

1. **Business Interruption** caused by or consisting of
 - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - b. the bursting of any boiler (not being a boiler or economiser on the **Premises** or a boiler used for domestic purposes only), belonging to **the Insured** or under the control of **the Insured** in which internal pressure is due to steam only
 - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut **the Insurer** will pay for subsequent **Business Interruption** which itself results from a cause not otherwise excluded
 - d. faulty or defective workmanship by **the Insured** or any employee of **the Insured**
 - e. operational error or omission by **the Insured** or any employee of **the Insured**but **the Insurer** will pay for
 - i. such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**
 - ii. subsequent **Business Interruption** which itself results from a cause not otherwise excluded
 - f. acts of fraud or dishonesty by any partner, director or employee of **the Insured**
- but
- the Insurer**
- will pay for such
- Business Interruption**
- not otherwise excluded which itself results from a
- Specified Event**
2. **Business Interruption**
 - a. caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - b. caused by or consisting of change in temperature, colour, flavour, texture or finish
 - c. arising directly from theft or attempted theft
 - i. which does not involve entry to or exit from a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises** (but this shall not exclude theft or attempted theft of a building or part of a building where insured under the Theft Damage to Buildings Basis of Settlement Adjustment clause under the Property Damage Section)
 - ii. to property in the open or in open fronted buildings or in buildings not on permanent foundations
 - iii. expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
 - d. consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - e. consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - f. caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications servicesbut **the Insurer** will pay for
 - i. such **Business Interruption** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or damage
 - ii. subsequent **Business Interruption** which itself results from a cause not otherwise excluded
3. loss resulting from pollution or contamination, but **the Insurer** will pay for such loss resulting from destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business** not otherwise excluded, caused by
 - a. pollution or contamination at the **Premises** which itself results from a **Specified Event**
 - b. any **Specified Event** which itself results from pollution or contamination

4. **Business Interruption** caused by or consisting of
 - a. subsidence, ground heave or landslip
 - i. in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless a building at the same **Premises** is **Damaged** by the same cause at the same time
 - ii. resulting from
 - a. the settlement or movement of made-up ground
 - b. coastal or river erosion
 - c. defective design or workmanship or the use of defective materials
 - iii. which commenced prior to the inception of this cover
 - iv. occurring as a result of demolition, construction, structural alteration or repair of any property, or as a result of ground work or excavation, at the same **Premises**
 - b. normal settlement or bedding down of new structures.
5. **Business Interruption** arising directly or indirectly from
 - a. disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
6. Loss resulting from destruction or damage to a building or structure used by **the Insured** at the **Premises** caused by its own collapse or cracking, but **the Insurer** will pay for such loss resulting from a **Specified Event** in so far as it is not otherwise excluded
7. **Business Interruption** in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
8. **Business Interruption**
 - a. caused by fire resulting from any property undergoing any heating process or any process involving the application of heat
 - b. resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion
9. **Business Interruption** in respect of any building which is **Unoccupied** caused by
 - a. freezing
 - b. escape of water from any tank, apparatus or pipe
 - c. malicious persons not acting on behalf of or in connection with any political organisation, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion
10. **Business Interruption** in respect of
 - a. glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
 - b. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - c. property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
 - d. land, piers, jetties, bridges, culverts or excavations
 - e. livestock, growing crops or trees.but **the Insurer** will pay for such **Business Interruption** caused by a specified event in so far as it is not otherwise excluded

11. **Business Interruption** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure

- a. correctly to recognise any date as its true calendar date
- b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but **the Insurer** will pay for subsequent **Business Interruption** which is not otherwise excluded and which itself results from a **Specified Event**.

Basis of Settlement

The Insurer will pay **the Insured**, in respect of each item covered, the amount of their claim for **Business Interruption**, provided that at the time of any **Event**

- A. there is an insurance in force covering the interest of **the Insured** in the property at the **Premises** against such **Event** and that
 - i. payment has been made or liability has been admitted for payment, or
 - ii. payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount
- B. the most **the Insurer** will pay for any one claim is in the whole the **Total Sum Insured**, or in respect of any one item its **Sum Insured** or any other limit of liability in this **Section**.

The Insurer will pay **the Insured** as indemnity in consequence of **Business Interruption** for Additional Cost of Working.

Additional Cost of working means the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**.

Basis of Settlement Adjustments

In calculating the amounts **the Insurer** will pay **the Insured** as indemnity, adjustments shall be made in accordance with the following clauses.

1. Auditors and Accountants Charges

If the auditors or professional accountants of **the Insured** produce any particulars or details required by **the Insurer** from **the Insured's** books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this **Section**, **the Insurer** will pay **the Insured** the reasonable charges payable by **the Insured** to their auditors or professional accountants provided that the sum of such reasonable charges and any other amount payable under this **Section** shall not exceed the liability of **the Insurer** under this **Section**.

2. Value Added Tax

All terms in this **Section** shall be exclusive of value added tax to the extent that **the Insured** are accountable to the tax authorities for such tax.

3. Current Cost Accounting

For the purposes of this **Section**, any adjustment implemented in current cost accounting shall be disregarded.

4. Payments on Account

The Insurer will make payments on account during the **Indemnity Period**, if **the Insured** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

5. Claims Preparation Expenses

Cover extends to include the necessary and reasonable costs, expenses and charges incurred by **the Insured** in producing and certifying any particulars or details required by **the Insurer** in connection with any claim under this **Section** and which are incurred with the consent of **the Insurer** and for which **the Insurer** has admitted liability, provided that

- i. such costs and expenses are limited to
 - any additional costs and expenses incurred by any employees of **the Insured** and the cost of materials used in furnishing **the Insurer's** requirements
 - the reasonable charges payable by **the Insured** to their auditors or professional accountants for producing such information as may be required by **the Insurer**
- ii. **the Insurer** shall have the right to review and audit all documentation relating to such costs and expenses
- iii. such costs expenses and charges are not otherwise recoverable under this **Section** or the **Policy**
- iv. an **Excess** of £500 shall apply in respect of each and every claim
- v. the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the **Sums Insured** or limits applying under this **Section**.

Extensions

Any claim resulting from interruption or interference with the **Business** in consequence of

A. loss, destruction or damage at any Situation or to any Property shown below, or

B. any of the under-noted Contingencies

within the **United Kingdom**, shall be understood to be **Business Interruption** by an **Event** covered by this **Section**, provided that after the application of all other terms, conditions and provisions of this **Section** and as shown below the liability of **the Insurer** for any one claim shall not exceed in the whole the **Total Sum Insured**, or the percentage of the **Total Sum Insured**, or the amount shown below (or the amount as specified otherwise in the **Schedule**) against any of the Situations or any of the Property or any Contingency as the Limit, whichever is the less.

Situations

Exhibition Sites

Any exhibition site where **the Insured** are exhibiting goods or services, excluding any such site under canvas or in the open.

Limit £25,000.

Property

Supply Undertakings

Property

A. at any land based premises

B. comprising any land based connecting cable, pipe or pylon to the terminal connecting point at the **Premises**

of any supply undertaking service provider or producer from which **the Insured** obtains

i. electricity (including generating stations or sub-stations)

Limit £10,000,000

ii. gas (including any natural gas producer linked directly therewith)

Limit £10,000,000

iii. water (including works and pumping stations)

Limit £10,000,000

iv. telecommunications services (excluding intranet or extranet services)

Limit £10,000,000

v. other telecommunications services (including intranet or extranet services)

Limit £10,000,000

Provided that **the Insurer** shall not be liable for any **Business Interruption**

a. which does not involve a cessation of supply for at least two (2) consecutive hours in respect of para B. above

b. caused by or arising from or attributable to any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of the **Premises**.

Denial of Access

Property in the immediate vicinity of the **Premises**, which prevents or hinders the use of or access to the **Premises** whether the **Premises** or property in the **Premises** is destroyed or damaged or not, but excluding loss or destruction of or damage to the property of any supply undertaking from which **the Insured** obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the **Premises**.

Moulds , Tools and Dies

Moulds, tools and dies belonging to **the Insured** or for which **the Insured** are responsible whilst at the **Premises** or at any premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

Limit £25,000.

Documents

Documents belonging to **the Insured** or held by **the Insured** in trust, whilst at premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

Contingencies

Failure of Supply

Accidental failure of supply of

- i. electricity at the terminal ends of the service provider's feeders at the **Premises**
Limit £25,000.
- ii. gas at the service provider's meters at the **Premises**
Limit £25,000
- iii. water at the service provider's main stop cock serving the **Premises**
Limit £25,000
- iv. land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the **Premises**
Limit £25,000
- v. other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the **Premises**
Limit £25,000

Provided that

- a. in respect of the supply of land based and other telecommunications services the **Maximum Indemnity Period** shall not exceed 3 months
- b. **the Insurer** shall not be liable for any **Business Interruption**
 - i. which does not involve a cessation of supply for at least four (4) consecutive hours in respect of the supply of electricity, gas or water services and for at least twelve (12) consecutive hours in respect of the supply of land based and other telecommunications services
 - ii. resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system

- iii. resulting from failure caused by
 - strikes or any labour or trade dispute
 - drought
 - other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions

- iv. caused by or arising from or attributable to the failure of any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of the **Premises**

- v. resulting from the failure of telecommunications services via satellite
 - due to the failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life
 - in the event of temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions
 - resulting from the transfer of **the Insured's** satellite facility to another party

- vi. as insured under the Supply Undertakings Extension.

Section Conditions

1. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or any alteration in or to the **Business** at the **Premises**

- a. due to the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued
- b. in respect of which the interest of **the Insured** ceases other than by death
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of an **Event** and any other loss or expenditure as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

2. Additional Claims Conditions

In the event of any **Event** in consequence of which **the Insured** make or may make a claim under this **Section**, **the Insured** shall at their own expense deliver to **the Insurer**

- A. within 28 days of its happening, full details of **Business Interruption** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- B. not later than 30 days after expiry of the **Indemnity Period**, or such further time that **the Insurer** may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by **the Insured** at the **Premises** for the purpose of the **Business** or any part of the **Business**, and the amount of any resulting **Business Interruption**
- C. such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **the Insurer** may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in **the Insured's** books of account or other business books or documents, which may be required by **the Insurer** for the purpose of investigating or verifying any claim under this **Section**, may be produced by professional accountants if at the time they are regularly acting for **the Insured**. Their report shall be *prima facie* evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to **the Insurer**.

3. Contribution

If at the time of any **Event** resulting in a claim under this **Section** there is any other insurance effected by or on behalf of **the Insured** covering such loss or any part of it, the liability of **the Insurer** under this **Section** shall be limited to **the Insurer's** rateable proportion of such loss.

4. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Business Interruption**.

5. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

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Money Section

Definitions

Money

Negotiable and non-negotiable money belonging to **the Insured** or for which **the Insured** are responsible.

Negotiable Money

Cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates, holiday with pay stamps and gift tokens, National Insurance stamps (whether affixed to cards or not), debit card sales vouchers, trading stamps, luncheon vouchers and bills of exchange, securities for money travel warrants and authenticated travel tickets and phone cards for use by **the Insured** or any partner, director or employee of the **Insured** in connection with **the Insured's Business**, consumer redemption vouchers and company sales vouchers and unexpired units in franking machines, all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

Non-negotiable Money

Crossed warrants, crossed cheques, crossed giro drafts, crossed postal and money orders, crossed bankers drafts, crossed National Giro bank cash cheques, premium bonds, savings bonds, stamped National Insurance cards, National Savings Certificates, VAT purchase invoices and credit card sales vouchers all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

In Transit

In transit in the personal custody of **the Insured**, any authorised partner, director or employee of **the Insured**, a security organisation approved by **the Insurer**, or by registered post.

Estimated Annual Carryings

The estimate by **the Insured** of the total value of **Negotiable Money** to be in transit during the **Period of Insurance**.

Business Hours

The period during which **the Insured** or any partner, director or employee of **the Insured** is on the **Premises** for the purpose of the **Business**.

Insured Person

The Insured or any partner, director or employee of **the Insured** aged between 16 and 70 years.

Accident

Bodily injury caused by accidental, violent, external and visible means.

Loss of Limb

Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the **Insured Person** has survived for at least one month.

Loss of Sight

Total loss of sight in one or both eyes which has lasted for three consecutive months of the **Insured Person's** lifetime, and is at the end of that period beyond hope of improvement.

Permanent Total Disablement

A disablement which permanently, completely and continuously prevents the **Insured Person** from attending to their usual occupation or to any other occupation for which the **Insured Person** is fitted by knowledge and training, and which having lasted 104 weeks of the **Insured Person's** lifetime is at the end of that period beyond hope of improvement.

Unattended

Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle

Temporary Total Disablement

A disablement which completely and continuously prevents the **Insured Person** from attending to their usual occupation.

Temporary Partial Disablement

A disablement which continuously prevents the **Insured Person** from attending to a substantial part of their usual occupation.

Cover

The Insurer will pay the Insured

- A. for loss of or damage to money under any Item for which a Limit of Liability is specified in the **Schedule**
- B. for loss or damage sustained as a direct result of theft or attempted theft of **Money**, of or to
 - i. any safe or strongroom specified in Item 2 of the **Schedule**, or any bag or other container used by **the Insured** or any authorised partner, director or employee of **the Insured** to carry **Money**
 - ii. clothing and personal effects belonging to **the Insured** or to any partner, director or employee of **the Insured** following assault or violence or the threat of assault or violence
- C. when any **Insured Person** whilst engaged in connection with the **Business**, as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence
 - i. suffers an **Accident** resulting within 12 months, directly and independently of any other cause, in death or disablement
 - ii. suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by **the Insurer** before costs are incurred.

Exclusions

1. loss arising from the dishonesty of any partner, director or employee of **the Insured** which is not discovered within 15 working days of such loss
2. loss from or damage to any machine which uses coins, notes or tokens
3. loss due to theft of or from any **Unattended** vehicle
4. shortage due to error or omission
5. any loss under Item 2.f. (as described in the **Schedule**), unless the key or keys to the specified safes or strongrooms are removed from the **Premises**, or if a person is authorised to hold such keys and that person lives on the **Premises**, that person removes all keys to that part of the **Premises** in which that person actually lives
6. Loss or shortage due to depreciation, currency fluctuations or consequential loss or damage of any kind or description
7. loss, damage, death, **Accident**, disablement or emotional stress arising outside of the **United Kingdom**
8. Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer
9. Loss resulting from the use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason.

10. loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
 - i. correctly to recognise any date as its true calendar date
 - ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

Basis of Settlement

The **Insurer** will pay the **Insured** the amount of **Money** under any Item for which a Limit of Liability is specified in the **Schedule** at the time of loss or damage.

The **Insurer** will also pay

- the value of any safe or strongroom, of any bag or container used to carry **Money** or of the clothing or personal effects of the **Insured** or any partner, director or employee of the **Insured** lost or damaged at the same time, or at the **Insurers** option reinstate or replace such property or any part of such property
- compensation in respect of death, **Accident**, disablement or emotional stress.

The most the **Insurer** will pay for any one claim is

- A. for any one Item, the Limit of Liability specified in the **Schedule**
- B. for any one safe or strongroom, £10,000
- C. for any one bag or container, its value at the time of loss or damage
- D. for clothing or personal effects, £500 any one person
- E. for death, **Accident**, disablement or emotional stress, the amounts specified in the Table of Benefits.

Table of Benefits

Compensation	Amount
1. a. death	£25,000
b. loss of one or more limbs and/or the sight of one or both eyes	£25,000
c. Permanent Total Disablement	£25,000
d. Temporary Total Disablement - per week	£100
e. Temporary Partial Disablement - per week	£50

In respect of each **Insured Person**, compensation will not be paid by the **Insurer**

- A. under more than one of a., b. or c. for the consequences of the same **Accident**
- B. under d. and e. for more than 104 weeks in all in respect of one or more **Accidents**.

2. The cost of professional counselling	- per hour	£50
	- any one person	£1,000
	- in total	£5,000

Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Contribution

If at the time of loss or damage any other insurance has been effected by or on behalf of the **Insured** covering **Money** or any other property insured by this **Section** in whole or in part, the **Insurers** liability under this **Section** shall be limited to the **Insurers** rateable proportion of such loss or damage.

2. Damage to the Premises

Provided that a **Property Damage Section** is insured under this **Policy**, in the event that buildings are not covered by such **Property Damage Section** the **Insurer** will pay

- A. costs for which the **Insured** are responsible, necessarily and reasonably incurred by the **Insured** to repair damage to the **Premises** as a direct result of theft or attempted theft of **Money** within the **Insured's Premises** (and as insured by this **Section**)
- B. the cost of any temporary boarding-up or making good necessary to keep the **Premises** secure.

The most the **Insurer** will pay for any one claim is £5,000.

3. Weekly Compensation

Weekly compensation will be paid when the total amount to be paid has been agreed, or if **the Insured** so request, at the end of each period of four consecutive weeks disablement.

4. Security Company Contingency Cover

Cover extends to indemnify **the Insured** in respect of loss of **Money** in the custody of a security company covered under this **Section** if in the event of loss **the Insured** are unable to recover such **Money** from the security company under the terms of the agreement between **the Insured** and the security company

It is a condition precedent to the liability of **the Insurer** that

- a. there must be in force an agreement between **the Insured** and the security company in respect of **Money** in the custody of a security company
- b. **the Insured** must provide **the Insurer** with a copy of the agreement between **the Insured** and the security company at the inception of cover
- c. **the Insured** must obtain the written agreement of **the Insurer** before any changes are made to the agreement
- d. **the Insured** must comply with the terms of the agreement.

5. Credit Card

Cover extends to include **the Insured's** legal liability for costs necessarily incurred by **the Insured** with the written consent of **the Insurer** as a result of use by an unauthorised person of bank cards, credit cards, charge cards or debit cards belonging to **the Insured** of for which **the Insured** are responsible and arising before the card company has received notification that a card has been lost or stolen, provided that

1. this Extension shall not apply in respect of
 - a. any loss brought about by any failure to comply with the terms under which the card was issued
 - b. any card issued personally to any of **the Insured's** directors, partners or employees
 - c. losses arising after 48 hours from discovery of the loss of the card
 - d. losses covered in whole or part by any other insurance, except in respect of any excess beyond the amount which would have been payable under such other insurance had this **Section** not been effected
2. the liability of **the Insurer** shall not exceed £1,000 in respect of any one claim.

Section Conditions

1. Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- a. keep the **Premises** secure and in a good state of repair
- b. install any additional protections asked for by **the Insurer**
- c. remove all keys including duplicate keys relative to the security of the **Premises** and to any safe or strongroom on the **Premises** from such secured **Premises** (or if a person is authorised to hold such keys and that person lives on the **Premises**, that person must remove all keys to that part of the **Premises** in which that person actually lives), when the **Premises** are closed for **Business** or left unattended
- d. exercise due care in selecting employees to be entrusted with **Money**
- e. keep a proper written record of all **Money** covered by this **Section** and allow **the Insurer** to inspect this record at all reasonable times.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of **Money** or any other property insured there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of loss or damage as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of loss or damage is increased, provided that **the Insured** shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such alteration.

4. Transit

In respect of **Negotiable Money** in transit in the personal custody of **the Insured** or of any authorised partner, director or employee of **the Insured**, it is a condition precedent to any liability under this **Section** that such **Money** will be accompanied by

- a. two able-bodied adults when in excess of £7,500
- b. three able-bodied adults when in excess of £15,000

unless otherwise agreed by **the Insurer** in writing or amended by a clause applicable to this **Section** as specified in the **Schedule**.

5. Additional Claims Conditions

- a. In the event of loss or damage, **the Insured** shall at their own expense deliver to **the Insurer** within 30 days after loss or damage (28 days in the case of loss or damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **the Insurer** may allow in writing
 - i. full information in writing of the **Money** or other property insured lost or damaged, and the amount of loss or damage
 - ii. details of any other insurances on the **Money** or other property insured covered by this **Section**
- b. In the event of **Accident** or emotional stress the **Insured Person** must
 - i. as soon as possible after the **Accident** has occurred, consult a qualified medical practitioner and follow the advice of such practitioner
 - ii. submit to any medical examination made on behalf of **the Insurer**
 - iii. in the event of a claim being made for the cost of professional counselling, supply **the Insurer** with a recommendation for treatment in writing by a qualified medical practitioner
- c. In the event of the death of an **Insured Person** as a result of **Accident** **the Insurer** shall be entitled, at **the Insurer's** expense, to arrange a post-mortem examination
- d. **the Insured** shall at their own expense deliver to **the Insurer**
 - i. all such proofs and information relating to the claim as may reasonably be required
 - ii. if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

6. The Insurers Rights following a Claim

In respect of loss or damage for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such loss or damage has occurred, and take possession of or require to be delivered to **the Insurer** any **Money** or any other property insured, and to deal with such **Money** and other property insured for all reasonable purposes and in any reasonable manner.

No **Money** or other property insured may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

7. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss or damage.

8. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

9. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1. such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
3. **the Insured** must
 - a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
 - b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
 - c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
4. in the event of notification of
 - a. activation of the Intruder Alarm Installation
 - b. any fault in the Intruder Alarm Installation
 - c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installationduring any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing.
5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
 - a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

- A. is available at all times to
 - i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation
 - ii. attend and allow access to the **Premises** and the buildings
- B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

10. Fair Presentation

If a claim is made under **Cover C** of this **Section**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular partner, director or employee. If the partner, director or employee concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under General Condition 1 as against that partner, director or employee only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

11. Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), General Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

Own Goods in Transit Section

Definitions

Goods

Goods belonging to **the Insured** or held by **the Insured** in trust and for which **the Insured** are responsible.

Vehicle

Any vehicle owned or operated by **the Insured**.

Transit

Carrying **Goods** in connection with the **Business** by any means of transit described in the **Schedule**, including

- loading and unloading **Goods**
- temporary storage of **Goods** in any building during transit, for up to 30 days.

Territorial Limits

The **United Kingdom**, including sea or air transits therein.

Money

Cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates, holiday with pay stamps and gift tokens, National Insurance stamps (whether affixed to cards or not), debit card sales vouchers, trading stamps, luncheon vouchers and bills of exchange, securities for money travel warrants and authenticated travel tickets and phone cards for use by **the Insured** or any partner, director or employee of **the Insured** in connection with **the Insured's Business**, consumer redemption vouchers and company sales vouchers and unexpired units in franking machines, all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

Unattended

Any vehicle with no person in charge or where neither **the Insured** nor any employee are in a position to keep the **Vehicle** or **Goods** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** or **Goods**.

Cover

The Insurer will pay the Insured for

- A. loss of or damage to **Goods** in **Transit** within the **Territorial Limits**
- B. loss of or damage to the clothing or personal effects of the driver of any **Vehicle** or of any other person authorised to be in the **Vehicle**.

Exclusions

1. Loss or damage in respect of property more specifically insured.
2. Loss or damage due to
 - a. depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle
 - b. inherent vice, leakage or ordinary loss in weight or volume
 - c. bruising, scratching, chipping, denting, rust, oxidation or discolouration
 - d. mechanical or electrical breakdown, failure or derangement
 - e. faults in processing or the insufficiency or unsuitability of packing or preparation
 - f. Delay or loss of market confiscation or detention by Customs or other officials.
3. Damage to the contents of any package not involving outward and visible damage to the package.
4. Loss or damage due to theft of **Goods** from any **Unattended Vehicle**, unless such **Vehicle** has all points of access closed and secured by all locks and other protections and all keys have been removed from such **Vehicle**.
5. Loss or damage in respect of jewellery, precious stones, precious metals, bullion, furs, works of art, rare books, **Money**, bonds, securities of any description, deeds, documents, manuscripts, business books, plans, designs, livestock or **the Insured's** own machinery and plant (other than tools if specified as included in the **Schedule**).
6. Loss or damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure to
 - i. correctly to recognise any date as its true calendar date
 - ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.
7. Consequential loss or damage of any kind or description, other than any General Condition of Average and Salvage charges for which **the Insured** becomes liable in respect of any **Transit** insured by this **Section**.
8. The amount of any **Excess** specified in the **Schedule**.

Basis of Settlement

The **Insurer** will pay the **Insured** the value of the **Goods** in **Transit** at the time of loss or damage.

The **Insurer** will also pay the value of clothing or personal effects of the driver of any **Vehicle** or of any other person authorised to be in the **Vehicle** at the time of loss or damage.

The most the **Insurer** will pay for any one claim or series of claims arising out of any one occurrence of loss or damage is

- the Maximum any One Vehicle, the Maximum any One Loss or any other Limit of Liability specified in the **Schedule**
- for clothing or personal effects, £500 per person.

In consideration of cover by this **Section** not being reduced by the amount of any claim, and in the absence of written notice by the **Insurer** to the contrary within 30 days of the notification of any loss or damage, the **Insured** will pay the appropriate additional premium on the amount of the claim from the date of loss or damage to the expiry of the **Period of Insurance**, and agrees to comply with any security recommendations or other measures the **Insurer** may require to reduce the risk of further loss or damage.

Basis of Settlement Adjustments

In calculating the most the **Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Contribution

If at the time of loss or damage any other insurance has been effected by or on behalf of the **Insured** covering any of the **Goods** or any of the other property insured, the **Insurer's** liability under this **Section** shall be limited to the **Insurer's** rateable proportion of such loss or damage.

2. Sheets and Ropes

In respect of **Vehicles**, cover includes loss of or damage to sheets, ropes, packing materials and the like, but excluding loss or damage due to unexplained shortage or disappearance, wear and tear or depreciation.

3. Additional Vehicles

Cover includes loss of or damage to **Goods** in any additional **Vehicle** not specified in the **Schedule** up to an amount of £2,500 any one claim, provided that the **Insured** shall advise the **Insurer** of the acquisition of such additional **Vehicle** within 21 days of its acquisition and pay any additional premium required by the **Insurer**.

4. Substitute Vehicles

Cover includes loss of or damage to **Goods** arising out of the use of any **Vehicle** in substitution by the **Insured** whilst any **Vehicle** is undergoing service or repair, up to the amount of the Limit of Liability specified in the **Schedule** applicable to the **Vehicle** undergoing service or repair.

5. Transhipment and Debris Removal Costs

Cover includes costs and expenses necessarily and reasonably incurred in

- a. transhipment and recovery of **Goods** following collision or overturning of the conveying **Vehicle**, or impact with any object by the conveying **Vehicle**
- b. removal of debris and site clearance following loss or damage to **Goods**, up to an amount of £10,000 any one claim. The **Insurer** will not pay for such costs and expenses arising from pollution or contamination of or to property not insured by this **Section**.

6. FOB Conditions

Cover includes loss of or damage to **Goods** forwarded under FOB conditions, within the **Territorial Limits**, for a period not exceeding 30 days from the commencement of **Transit**, in respect of any one consignment whilst at dockside/airside or in temporary warehousing until placed on board ship or aircraft.

Section Conditions

1. Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- a. take all reasonable measures to safeguard **Goods** and to maintain **Vehicles** in an efficient and roadworthy condition
- b. install any additional protections to any **Vehicle** asked for by **the Insurer**
- c. exercise due care in selecting employees to be entrusted with **Vehicles** or **Goods**.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of **Goods** or any other property insured there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of loss or damage as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of loss or damage is increased, provided that **the Insured** shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such alteration.

4. Additional Claims Condition

In the case of **Transit** by road or rail carrier or by post, immediately **the Insured** becomes aware of any occurrence giving rise to or likely to give rise to a claim under this **Section**, **the Insured** shall take all practicable steps to notify the carrier concerned of any loss or damage within the time limits for notification of claims stipulated in the applicable conditions of carriage or contract.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

5. The Insurers Rights following a Claim

In respect of loss or damage for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of any **Vehicle** where loss or damage has occurred, and take possession of or require to be delivered to **the Insurer** any **Goods** or other property insured, and to deal with such **Goods** and other property insured for all reasonable purposes and in any reasonable manner.

No **Goods** or other property insured may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

6. **Subrogation**

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss or damage.

7. **Arbitration**

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.

8. **Vehicle Security Protections**

It is a condition precedent to the liability of **the Insurer** that additional protections to any **Vehicle** required by **the Insurer** shall:

- A. be installed in accordance with the specification agreed by **the Insurer**
- B. not be altered or varied unless agreed in writing by **the Insurer**
- C. be kept in full and working order at all times
- D. where appropriate to the type of protection, be serviced under a maintenance contract
- E. be secured or set whenever the **Vehicle** is left loaded and **Unattended** with all keys or other portable operating devices being kept in the personal custody of the driver of the **Vehicle** or of any other person authorised to be in the **Vehicle**

9. **Declaration Condition**

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

The Insured shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Special Conditions - Unattended Vehicles (Applicable if shown in the Schedule as operative)

1. Overnight Theft Exclusion

This **Section** excludes loss or damage due to theft or attempted theft of **Goods** from any **Unattended Vehicle**

- A. after the last **Transit** of the day until next collected by the driver
- B. whilst otherwise in **Transit** unless such **Vehicle** has all points of access closed and secured by all locks and other protections and all keys have been removed from such **Vehicle**.

2. Overnight Theft Exclusion - Locked Building or Yard Requirement

This **Section** excludes loss or damage due to theft or attempted theft of **Goods** from any **Unattended Vehicle**

- A. after the last **Transit** of the day until next collected by the driver unless such **Vehicle** is in a securely locked building or in a fully enclosed and locked yard
- B. whilst otherwise in **Transit** unless such **Vehicle** has all points of access closed and secured by all locks and other protections and all keys have been removed from such **Vehicle**.

3. Theft Exclusion

This **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from any **Unattended Vehicle**.

4. Alarm Clause - Specified Vehicle

In respect of any **Vehicle** specified in the **Schedule** this **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from such **Vehicle** if it is left **Unattended**, unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys are removed and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

5. Alarm Clause - Unspecified Vehicle

This **Section** excludes loss of or damage to **Goods** resulting from theft or attempted theft from an **Unattended Vehicle**, unless the alarm system approved by **the Insurer** is

- A. put into operation and all alarm keys are removed and
- B. maintained in accordance with the terms and conditions of the installing company's agreement.

Employers' Liability Section

Definitions

1. Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to **the Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of **the Insured**
 - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition 4.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

5. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 5.A., 5.B. or 5.C. above

6. An Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Cover

The Insurer will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
 - b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**
- which may be the subject of indemnity under this **Section**.

Limit of Indemnity

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.

Provided that

- A. in respect of an **Act of Terrorism** the Limit of Indemnity shall not exceed £5,000,000 and not as otherwise stated in the **Schedule**.

If **the Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- B. in respect of the indemnity provided under this **Section** for the Corporate Manslaughter and Corporate Homicide Act 2007:
 - a. the liability of **the Insurer** shall not exceed £5,000,000 in any one **Period of Insurance**
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

- a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**.
- and if the Insured so request **the Insurer** will indemnify the following parties
- b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity
 - c. any partner, director or **Employee** of **the Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**
- as though each party was individually named as **the Insured** in this **Section**
- d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
 - b. costs and expenses of the prosecution awarded against any such party
- in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other policy.

C. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- a. is obtained by such **Employee** in any court situate within the **United Kingdom** against any person or corporate body domiciled or operating from premises within the **United Kingdom** and

- b. remains wholly or partly unsatisfied six months after the date of such judgement

the Insurer will if **the Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the **Employee** shall have assigned the judgement to **the Insurer**
- iii. this **Section** was shown in the **Schedule** at the time of the **Injury**.

D. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

- i. any director or partner £750
- ii. any **Employee** £250

E. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurer will indemnify **the Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of **the Insurer** and
- b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be subject to indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

Exclusions

This **Section** does not cover

1. liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

Section Conditions

1. Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** but **the Insured** shall repay to **the Insurer** all sums paid by **the Insurer** which **the Insurer** would not have been liable to pay but for the provisions of such law.

2. Certificate of Employers' Liability

If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

3. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

4. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

5. Premium Adjustment Condition

- A. The premium in respect of this **Section** of the **Policy** is:
 - i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
 - ii. the minimum premium payable by **The Insured** after declaration adjustment
- B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

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Public and Products Liability Section

Definitions

1. Injury

- A. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any home worker or outworker
 - iv. any trainee or person undergoing work experience
 - v. any voluntary helper
 - vi. any person who is borrowed by or hired to **the Insured**
 - vii. any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - viii. any prospective employee being assessed by **the Insured** as to their suitability for employment
 - ix. any person a court of law in the **United Kingdom** deems to be an employee

3. Business

The **Business** specified in the **Schedule** conducted solely from the **United Kingdom** and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of
 - i. canteen, social, sports or welfare organisations for the benefit of **Employees**
 - ii. fire and security services of **the Insured**
 - iii. ambulance, first aid and medical services
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**
- D. the repair and/or servicing of **the Insured's** motor vehicles
- E. the training or retraining of any **Employee** at Government or other training centres
- F. participation at trade shows, exhibitions or conferences
- G. the organisation of or participation by **the Insured** in fund raising or other charitable events
- H. the provision of nursery crèche or child care facilities where incidental to the **Business**
- I. the provision of car parking for the benefit of **Employees**, customers and visitors

4. Territorial Limits

- A. the **United Kingdom**
- B. in respect of **Injury**, loss or damage caused by or arising from
 - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
 - ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canada
 by any partner, director or Employee of the Insured normally resident within the **United Kingdom**
- C. anywhere in the world in respect of **Products**

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured** in connection with the **Business** and not in the charge or control of **the Insured**

6. Pollution or Contamination

- A. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
 - B. all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.
- All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

7. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above

8. An Act or Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

9. Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

Cover

- A. **The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a. **Injury** to any person
 - b. loss of or damage to material property
 - c. nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- A. **the Insurer's** liability for all compensation payable in respect of
- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
 - ii. all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by or arising from **Products**
 - iii. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

- B. In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i. claimants' costs and expenses
 - ii. costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims.

Provided that

- i. in respect of an **Act of Terrorism** the liability of **the Insurer** shall not exceed the Limit of Indemnity stated in the **Schedule** or £5,000,000 (whichever is the lesser).

If **the Insurer** alleges that by reason of this limitation any loss damage or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

- ii. in respect of the indemnity provided under this **Section** for Extension K - Corporate Manslaughter and Corporate Homicide Act 2007 Legal Defence Costs:-
 - a. the liability of **the Insurer** shall not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule** (whichever is the lesser) in any one **Period of Insurance**
 - b. all amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - c. where **the Insurer** has already indemnified **the Insured** in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this **Section**.

Extensions (Subject to the terms limits conditions and exclusions of this Section and the Policy)

A. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

a. in the event of the death of **the Insured**, to any personal representative of **the Insured** in respect of liability incurred by **the Insured**

and if **the Insured** so request **the Insurer** will indemnify the following parties

b. any officer or committee member or other member of **the Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against liability incurred in such capacity

c. any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party were individually named as **the Insured** in this **Section**

d. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply

ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

B. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this **Section** shall apply as though each were insured separately provided that **the Insurer's** liability to all parties indemnified shall not exceed in total the Limit of Indemnity stated in the **Schedule**.

C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of **the Insured** or family member of such partner, director or **Employee** normally resident within the **United Kingdom** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

D. Motor Contingent Liability

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **the Insured** but this **Section** does not cover liability

a. in respect of loss of or damage to such vehicle

b. arising out of any such use in any country outside the European Union

c. incurred by any party other than **the Insured**

d. incurred by any party identified in Extension A. (Indemnity to Other Parties) other than an **Employee**.

For the purpose of this cover Exclusion 1. (Injury to **Employees**) does not apply.

E. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c. costs or expenses insured by any other insurance.

F. Data Protection Act

The Insurer will indemnify **the Insured** and if **the Insured** so requests any **Employee** or director or partner of **the Insured** for damage or distress occurring as a result of an offence under Section 168 of the Data Protection Act 2018 committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business** provided that **the Insured** is registered with the Information Commissioner's Office.

The Insurer will not pay for

- a. any damage or distress caused by any deliberate act or omission by **the Insured** the result of which could reasonably have been expected by **the Insured** having regard to the nature and circumstances of such act or omission
- b. the payment of fines or penalties
- c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- d. any damage or distress caused by any act of fraud or dishonesty
- e. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person.

For the purposes of this Extension

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The liability of **the Insurer** under this **Extension** shall not exceed the **Limit of Indemnity** shown in the **Schedule** or £2,000,000 (whichever is the lesser) and such **Limit of Indemnity** shall be inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of any claim.

G. Defective Premises Act 1972

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability incurred by **the Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **the Insured**

Provided that this Extension does not cover

- a. the cost of rectifying any damage or defect in the premises or land disposed of
- b. liability for which the Insured is entitled to indemnity under any other insurance
- c. the presence of Asbestos.

H. Consumer Protection and Food Safety Acts - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this **Section** in respect of legal costs and expenses incurred with the written consent of **the Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

a. Part 2 of the Consumer Protection Act 1987

or

b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

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

Provided that **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

a. fines or penalties of any kind

b. proceedings or appeals in respect of any deliberate act or intentional act or omission

c. costs or expenses insured by any other policy.

I. Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee of the Insured** is required to attend court as a witness at the request of **the Insurer** in connection with a claim which is the subject of indemnity under this **Section** **the Insurer** will pay compensation to **the Insured** on the following scale for each day that attendance is required:

i. any director or partner £750

ii. any **Employee** £250

J. Contractual Liability

In respect of liability assumed by **the Insured** by a contract or agreement entered into by **the Insured** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **the Insurer**

Provided that **the Insurer** shall not in any event provide indemnity

a. under Exclusion 9. a. except as stated therein

b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

K. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurer will indemnify **the Insured** in respect of

- a. legal costs and expenses incurred with the prior written consent of **the Insurer** and
- b. costs of the prosecution awarded against **the Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section**

Provided that **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- i. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the **United Kingdom**
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **the Insured** or any partner or director of **the Insured** or any **Employee**.

L. Obstructing Mechanically Propelled Vehicles

If a mechanically propelled vehicle which is not the property or responsibility of **the Insured** causes an obstruction within the **United Kingdom** to the extent of interfering with the carrying out of the **Business** then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) **the Insurer** will indemnify **the Insured** in the terms of this **Section** in respect of the legal liability of **the Insured** for the **Injury** or loss of or damage to material property arising from the movement of such vehicle by **the Insured** or by any **Employee**

Provided that

- a. such movement shall be limited to the minimum necessary to clear the obstruction
- b. the indemnity will not apply to loss of or damage to such vehicle or its contents
- c. this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

Exclusions

This **Section** does not cover

1. Injury to **Employees**

liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured**.

2. Work on **Offshore Installations**

liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4. **Pollution or Contamination**

liability in respect of

- a. **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5. Mechanically Propelled Vehicles

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

6. Vessels or Craft

liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any

- a. aircraft or other aerial device made or intended to travel through air or space
- b. any water-borne vessel or craft other than
 - i. those used for business entertainment purposes within inland waters
 - ii. hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length

7. Property in the charge or control of **the Insured**

liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a. personal effects or vehicles of any partner, director or **Employee** of or visitor to **the Insured**
- b. premises (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c. **Premises** (including their fixtures and fittings) leased, rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.

8. Damage to Goods Supplied

liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of **the Insured**

except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract.

9. Products

in respect of **Injury**, loss or damage caused by or arising from **Products**

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than
 - i. under any warranty of goods implied by law
 - ii. under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident **Employee** or holder of **the Insured's** power of attorney.

10. Advice and Design

liability for **Injury**, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured** other than where provided or performed in connection with any **Product**.

11. Contract Works and J.C.T. Clause 6.5.1

liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b. against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12. Computer Date Recognition

liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i. correctly to recognise any date as its true calendar date
- ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

13. **Asbestos**

- a. liability in any way caused by, arising from or contributed to by
 - i. exposure to or inhalation of **Asbestos**
 - ii. fear of the consequences of exposure to or inhalation of **Asbestos**
- b. liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**

14. **Excess**

the amount of the **Excess** shown in the **Schedule**.

15. **Cyber Event**

Any loss, damage, expense or liability howsoever arising out of a **Cyber Event**.

Definitions

Cyber Event means

- a. any unauthorised **Processing of Data** by the **Insured**
- b. any breach of laws and infringement of regulations pertaining to the maintenance or protection of **Data**
- c. any **Network Security Failure** in the **Insured's Sphere**

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of **Data**. Any **Damage to Data** of a **Third Party** by the **Insured** is not deemed to be a **Cyber Event** if there is not any **Network Security Failure** involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the **Insured** for the purpose of **Processing Data**.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of **Data**, loss of operational control of **Data**, transmission of virus or malicious code and/or denial of service.

This exclusion does not apply to

1. **Bodily injury**, death or disease to any person
2. **Loss** of or damage to material property including any consequential financial losses caused by the operation of the **Insured's Business**
3. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
4. **Pollution or Contamination** occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

Section Conditions

1. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

2. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**
- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured to the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

3. Premium Adjustment Condition

- A. The premium in respect of this **Section** of the **Policy** is:
 - i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
 - ii. the minimum premium payable by **The Insured** after declaration adjustment
- B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

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Commercial Legal Expenses Section

Definitions

In addition to the **Policy** Definitions the following also apply to this **Section**:

Acts of Parliament

All Acts of Parliament referred to in this **Section** will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations or Codes of Practice, enforceable within the **Territorial Limits**.

Adjudication

Adjudication whether arising under the Housing Grant Construction and Regeneration Act 1996 or the Scheme or an adjudication arising out of any term in a **Contract**.

Any One Claim

All **Claims** including any appeal against a judgment or decision arising out of the same original cause event or circumstance without the intervention of any other cause starting from a new and independent source will be regarded as one claim.

Awards of Compensation

Basic Awards and **Compensatory Awards** made against the **Insured** by an Employment Tribunal, Employment Appeal Tribunal or Superior Court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the **Insurer's** previous consent has been given, other than:

- a any awards of compensation against the **Insured** for a redundancy payment or monies due under a contract of employment, or
- b any award arising from a failure by the **Insured** to provide written reasons for dismissal, or
- c any award or pay specified in a reinstatement or re-engagement order, or
- d any financial benefit or compensation payable under any share option scheme or pension scheme.

Basic Awards

Basic Awards are as determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Claim

Cover Event 1 Employment

An application to an Employment Tribunal brought by or on behalf of any **Employee** against the **Insured** for monetary damages or other relief, including a request for reinstatement or re-engagement. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives an **Employee's** Claim Form (ET1) from an Employment Tribunal.

Cover Event 2 Taxation Proceedings

The circumstances that give rise to a **Claim** will begin immediately the **Insured** or the **Insured's** accountant first receives written notification from:

- a HM Revenue & Customs expressing dissatisfaction with the **Insured's** tax affairs, or
- b HM Revenue & Customs with an assessment or written decision or notice of civil penalty in respect of VAT.

Cover Event 3 Criminal Prosecution Defence

A criminal prosecution brought against the **Insured Person**. The circumstances that give rise to a **Claim** will begin immediately proceedings are issued against the **Insured Person**.

Cover Event 4 Damage to Premises

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for actual physical damage to the **Insured's Premises** resulting in provable financial loss to the **Insured**.

Cover Event 5 Data Protection

A civil proceeding brought against the **Insured Person** under Data Protection legislation. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** first receives:

- a a writ, summons or similar pleading for injunctive or non-pecuniary relief, third party proceeding, or counterclaim, or
- b written notification from the Information Commissioner of a refusal of the **Insured Person's** application for registration or an alteration to the **Insured Person's** registration particulars, or
- c an Enforcement, De-registration or Transfer Prohibition Notice from the Information Commissioner.

Cover Event 6 Commercial Tenancy Agreement

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for a breach of the **Insured's Tenancy Agreement**.

Cover Event 7 Licence Protection

An event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives notification from the relevant licensing authority of their intention to withdraw, restrict or suspend the **Insured's Business** licence.

Cover Event 8 Personal Injury

A civil proceeding brought by the **Insured Person** for monetary damages. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** suffers death or bodily injury.

Cover Event 9 Jury Service Allowance

The circumstances that give rise to a **Claim** for **Jury Service Allowance** will begin immediately the **Insured** first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or **Employee** of the **Insured** having been absent from work as a result of attendance for jury service.

Cover Event 10 Contract

A civil proceeding (including an application for injunctive or non-pecuniary relief; third party proceeding, or counterclaim) brought by or against the **Insured** for monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured**:

- a. first sends written notice to another party to a **Contract** that it is the intention of the **Insured** to hold that other party responsible for any actual or alleged breach of that **Contract**, or
- b. first receives written notice that it is the intention of another party to a **Contract** to hold the **Insured** responsible for any actual or alleged breach of that **Contract**.

Compensatory Awards

Compensatory Awards are the amounts awarded at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court intended to compensate for loss of earnings and benefits. For the avoidance of doubt **Compensatory Awards** do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Contract

An actual or alleged contract, to which the **Insured** is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. For the avoidance of doubt a **Contract** does not include any actual or alleged contract with an **Employee**.

Data Protection Compensation Awards

Compensation awarded under the terms of section 13 of the Data Protection Act 1998 against the **Insured** for the holding, loss or unauthorised disclosure of data.

Employee

- 1 any person under a contract of service or apprenticeship with the **Insured**
- 2 any of the following persons whilst working for the **Insured** in connection with the **Business**
 - a any labour master or labour only subcontractor or person supplied by him
 - b any self-employed person providing labour only
 - c any trainee or person undergoing work experience
 - d any voluntary helper
 - e any person who is borrowed by or hired to the **Insured**.

Excess

The amount specified in the Exclusions that the **Insured Person** must first pay in respect of **Any One Claim** under this **Section** before the **Insurer** then becomes liable to make payment under that **Claim**.

Insured Person

The **Insured** and, at the request of the **Insured** with the agreement of the **Insurer**, the **Insured's** proprietors partners and directors and also all **Employees** acting in the normal course of their employment.

Insurer

Allianz Insurance plc trading as Allianz Legal Protection.

Jury Service Allowance

The payment of up to £100 per day to the **Insured** in respect of an **Insured Person** who is absent from work as a result of his or her attendance for jury service within the **Territorial Limits**, but only in so far as this is not otherwise recoverable from the relevant court and payment of such sum has been made by the **Insured** to the **Insured Person** under any contract of employment. The amount that the **Insurer** will pay is based on:

- a the time the **Insured Person** is off work including the time it takes to travel to and from the court. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

Lawphone Legal Helpline

A telephone advisory service provided by the **Insurer**:

- a to advise the **Insured** on **Business** related legal matters, and
- b for the **Insured** to report all **Claims** under this **Section** to the **Insurer**.

The **Insured** should contact **Lawphone Legal Helpline** on 0370 241 4140.

Legal Expenses

Fees and Expenses

- a any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** in respect of any **Claim**, including costs and expenses of expert witnesses and those incurred by the **Insurer** in connection with such **Claim**.
- b any costs incurred by other parties, insofar as the **Insured Person** is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the **Insurer's** consent.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** in an appeal, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer**, or in resisting an appeal against the judgment of a relevant court or tribunal, up to such amounts agreed, confirmed or consented to by the **Insurer**.
- d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** in connection with any **Claim** relating to **Taxation Proceedings**, but excluding any tax or VAT or additional tax or VAT or interest and penalties demanded assessed or requested by the relevant authorities.

Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the **Insured Person** with the agreement of the **Insurer** to act for the **Insured Person** in accordance with the terms of this **Section**.

Reasonable Prospects of a Satisfactory Outcome

Reasonable Prospects of a Satisfactory Outcome only exist if:

- a The **Insured Person** is more likely than not to succeed assuming the case was determined at trial or other final hearing at first instance and where the likely damages claimed and recovered by or against the **Insured Person** will exceed the **Insured Person's** own likely **Legal Expenses** or
- b any lawyer appointed by the **Insurer** or any other lawyer appointed on behalf of the **Insured Person** would advise a reasonable private paying client to proceed having regard to the prospects of success and taking into account all of the circumstances of the **Claim**.

Taxation Proceedings

HM Revenue & Customs (Full Enquiry)

- a preparation of documents and representation of the **Insured** in respect of a Full Enquiry investigation by HM Revenue & Customs into the **Insured's** tax affairs.
- b preparation of documents and representation of the **Insured** at an HM Revenue & Customs Commissioners Hearing resulting from a Full Enquiry.
- c the conduct of an appeal against a decision of the HM Revenue & Customs Commissioners resulting from a Full Enquiry.

provided that:

- i investigation by HM Revenue & Customs into the **Insured's** tax affairs is notified to the **Insurer** at the time HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction with the **Insured's** tax affairs.
- ii submission to the relevant authorities of the **Insured's** accounts and related taxation computations have not been or are not unduly delayed.

PAYE Investigation

- a examination at the **Insured's Premises** of PAYE records with which HM Revenue & Customs have expressed dissatisfaction.
- b investigation and preparation prior to negotiation and representation on the **Insured's** behalf.
- c attendance at meetings and negotiations with HM Revenue & Customs on the **Insured's** behalf.
- d representation of the **Insured** at an HM Revenue & Customs Commissioners' Hearing.
- e representation of the **Insured** at an appeal against a decision of the HM Revenue & Customs Commissioners' following a Hearing.

provided that a dispute relating to PAYE regulations is notified to the **Insurer** when, following a PAYE examination, HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction.

VAT Decisions and Penalties

- a investigation and preparation of documents prior to representation of the **Insured** at a VAT Tribunal or in reaching agreement upon a settlement with HM Revenue & Customs under the local review procedure.
- b preparation of documents and representation of the **Insured** at a VAT Tribunal for the purpose of appealing against an assessment or written decision or civil penalty issued by HM Revenue & Customs.
- c representation of the **Insured** at an appeal against a VAT Tribunal decision.

provided that a VAT assessment or written decision or civil penalty is notified to the **Insurer** at the date at which HM Revenue & Customs send an assessment or written decision or notice of civil penalty to the **Insured** or the **Insured's** accountant in respect of VAT.

Self-Assessment Return Investigation (Full Enquiry)

Preparation of documents and representation of the **Insured** following the issue of a Formal Notice under Section 9A of the Taxes Management Act 1970 or Section 12AC of the Taxes Management Act 1970 or S24 (1) Schedule 18 Finance Act 1998 which requires the examination of all the **Business** books or records.

Tenancy Agreement

A contract between the **Insured** and the owner of the **Premises** relating to the occupancy of the **Premises** by the **Insured** in connection with the **Business** and in return for the payment of rent.

Territorial Limits - (Events 1, 2, 3, 4, 5, 6, 7, 9 and 10)

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

Territorial Limits - (Event 8 only)

Any member country of the European Union and Croatia, Iceland, Norway and Switzerland

Witness Attendance Allowance

The payment of up to £100 per day to the **Insured** in respect of the **Insured Person** who is absent from work as a result of his or her attending as a witness for the **Insured** at a hearing, court, tribunal or arbitration within the **Territorial Limits** at the request of the **Legal Representative** with the **Insurer's** written consent of, but only in so far as this is not otherwise recoverable from the relevant hearing, court, tribunal or arbitration. The amount that the **Insurer** will pay is based on:

- a the time the **Insured Person** is off work including the time it takes to travel to and from the hearing, court, tribunal or arbitration. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

Limit of Indemnity

The maximum amount the **Insurer** is liable to pay under this **Section** is:

- 1 £100,000 **Any One Claim** other than a **Claim** relating to Event 9: Jury Service Allowance and Event 10 Contract.
- 2 £5,000 **Any One Claim** relating to Event 9: Jury Service Allowance.
- 3 £5,000 **Any One Claim** relating to **Witness Attendance Allowance**.
- 4 £50,000 **Any One Claim** relating to Event 10: Contract.
- 5 £500,000 for all **Claims** which first occurred during the **Period of Insurance**.
(collectively the Limit of Indemnity)

The above amounts are all inclusive of **Legal Expenses**.

Cover

The **Insurer** agrees to pay up to the Limit of Indemnity and on behalf of the **Insured Person**, **Legal Expenses**, **Awards of Compensation**, **Data Protection Compensation Awards**, **Jury Service Allowance** and **Witness Attendance Allowance** incurred by the **Insured Person** in the pursuit or defence of any **Claim** brought within the **Territorial Limits** and which first occurred during the **Period of Insurance** and falls within the Cover provided by the following Events.

Events (operative where shown in the Policy Schedule)

1 Employment

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute in an Employment Tribunal with a previous, present or prospective **Employee** and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b **Awards of Compensation**.

Provided that:

- a the **Insured** have issued all necessary documentation to an **Employee** as required by legislation.
- b the **Insured** has consulted with and then followed with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which might lead to the giving of a formal warning to, or the dismissal of, an **Employee**.
- c the **Insured** has consulted with the **Lawphone Legal Helpline** immediately the **Insured** knew, or ought reasonably to have known, of any cause event or circumstance which has given or may give rise to a **Claim** involving the **Insured**.
- d the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

2 Taxation Proceedings

The **Insured** has cover for **Taxation Proceedings**.

Provided that the **Taxation Proceedings** arise out of the **Business**.

3 Criminal Prosecution Defence

The **Insured Person** has cover for the defence of a criminal prosecution.

Provided that the criminal prosecution arises out of the **Business**.

4 Damage to Premises

The **Insured** has cover for the pursuit of the legal rights of the **Insured** in a dispute relating to physical damage to the **Insured's Premises** caused by another person or organisation resulting in proven financial loss to the **Insured**.

Provided that:

- a the **Premises** are used solely for the **Insured's Business**; and
- b the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

5 Data Protection

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute arising out of the Data Protection Act 1998.
- b an appeal by the **Insured** against a refusal of an application for registration or alteration of registered particulars.
- c an appeal by the **Insured** against any Enforcement, De-registration or Transfer Prohibition Notice.
- d **Data Protection Compensation Awards**.

6 Commercial Tenancy Agreement

The **Insured** has cover for the pursuit of the **Insured's** legal rights in a dispute relating to the **Insured's Tenancy Agreement**.

7 Licence Protection

The **Insured** has cover for the defence of the **Insured's** legal rights after any event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence.

Provided that the hearing arises out of the **Insured's Business**.

8 Personal Injury

The **Insured Person** has cover for the pursuit of his or her legal rights following an event which causes the **Insured Person's** death or bodily injury.

Provided that the death or bodily injury arises out of the **Business**.

9 Jury Service Allowance

The **Insured** has cover for **Jury Service Allowance**.

10 Contract

The **Insured** has cover for the pursuit or defence of a dispute with a manufacturer or supplier or customer in respect of a **Contract**.

Provided that:

- a the goods or services in question are supplied in connection with the **Business** of the **Insured**; and
- b the amount in dispute is more than £5,000, other than a dispute where the **Insured** is pursuing a **Claim** in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

Exclusions

In addition to the General Exclusions of this **Policy** the following also apply to this **Section**:

- 1 In respect of Event 1 - Employment there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**.
 - b any **Claim** arising as a result of the **Insured's** failure to consult with and then follow with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an **Employee**.
 - c any dispute with an **Employee** who was subject to either a written or verbal warning (formal or informal) in the 6 months immediately preceding the first **Period of Insurance**.
 - d any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
 - e any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
 - f any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.

- 2 In respect of Event 2 - Taxation Proceedings there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**.
 - b the technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the **Insured's** tax affairs.
 - c the preparation of accounts or self assessment returns.
 - d **Taxation Proceedings** which arise out of deliberate or reckless or careless misstatements by the **Insured** in returns or submissions made to the relevant authorities.
 - e **Taxation Proceedings** which arise out of a failure to make accurate, truthful and up to date submissions of returns.
 - f **Taxation Proceedings** which arise out of a failure to observe statutory time limits or requirements.
 - g **Taxation Proceedings** which arise solely from an investigation of earlier accounts or records.
 - h the defence of any criminal prosecution.
 - i any matter handled by the National Investigation Service of HM Revenue & Customs or an enquiry by HM Revenue & Customs under S60 VAT Act 1994.
 - j any matter handled by the Special Compliance Office of HM Revenue & Customs or the Special Investigations Section of HM Revenue & Customs.
 - k any Aspect enquiry by HM Revenue & Customs.
 - l any IR 35 enquiry by HM Revenue & Customs.

- 3 in respect of Event 3 - Criminal Prosecution Defence there is no cover for:
 - a. an **Excess** of £100 in respect of each claim.
 - b. criminal proceedings being brought against the **Insured Person** for:
 - i. fraud, theft, money laundering or other dishonesty.
 - ii. offences against another person, including offences of a sexual nature.
 - iii. the manufacture, distribution or use of alcohol, drugs, indecent or obscene materials.
 - iv. owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - v. Taxation Proceedings.
 - vi. pollution.
 - c. any costs awarded against the **Insured Person** by a court of criminal jurisdiction.

- 4 In respect of Event 4 - Damage to Premises there is no cover for:
 - a an **Excess** of £100 in respect of each **Claim**.
 - b any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged **Contract** between the **Insured** and a third party.
 - c any dispute relating to mining or other subsidence or heave.
 - d any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
 - e any dispute relating to the renewal of a lease or **Tenancy Agreement**.
 - f any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
 - g **Adjudication**.
 - h any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
 - i any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.

- 5 In respect of Event 5 - Data Protection there is no cover for:
 - a an **Excess** of £100 in respect of each **Claim**.
 - b any dispute or legal proceeding which relates to the prosecution of the **Insured** in respect of any actual or alleged fraud or theft.
 - c any dispute or legal proceeding which arises from a failure to register as a Data Controller.
 - d any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.

- 6 In respect of Event 6 - Commercial Tenancy Agreement there is no cover for:
 - a an **Excess** of £100 in respect of each **Claim**.
 - b any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
 - c any dispute relating to the renewal of a lease or **Tenancy Agreement**.
 - d any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
 - e **Adjudication**.
 - f any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.

- 7 In respect of Event 7 - Licence Protection there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**.
 - b any hearing arising out of a commercial decision by the **Insured**.
 - c the first application for, or the renewal of, the **Insured's** licence
 - d any licence hearing relating to in whole or in part:
 - i owning, driving or using a motor vehicle
 - ii to drug offences
 - iii under age drinking; or
 - iv allegations of sexual or indecent activities.

- 8 In respect of Event 8 - Personal Injury there is no cover for disputes between the **Insured** and the **Insured Person**.

- 9 In respect of Event 10 - Contract there is no cover for:
 - a an **Excess** of £500 in respect of each **Claim**
 - b any dispute which occurs within the first three months of the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Policy Section** under another legal expenses policy up to the start of the first **Period of Insurance**.
 - c the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the **Claim** and that party has a realistic chance of defending the **Claim**.

- d the pursuit or defence of any **Claim** brought by or against the **Insured** caused by or arising from or in relation to professional services, advice or specification given by the **Insured** or on the **Insured's** behalf.
- e any dispute arising from or as a consequence of any breach or alleged breach of professional duty or any error or omission in any advice given by the **Insured** or on the **Insured's** behalf.
- f any dispute where a **Claim** is brought against the **Insured** caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- g any dispute relating to computer hardware, software, systems or services.
- h any arbitration unless wholly in accordance with the Arbitration Act 1996.
- i **Adjudication.**
- j any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
- k any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or **Tenancy Agreement.**
- l any dispute relating to the legal right of the **Insured** to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- m any dispute relating to the ownership, possession, hiring or use of motor vehicles.
- n any dispute arising out of the amount payable under an insurance policy.

In respect of all Events there is no cover for:

- 10 **Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance** incurred without the **Insurer's** written Consent following acceptance of a **claim**.
- 11 Any **Claim** which does not arise from or relate to the **Business**, other than a **Claim** in respect of **Jury Service Allowance.**
- 12 Any **Claim** in respect of which the **Insured Person** is, or but for the existence of this **Section** would be, entitled to an indemnity or contribution under any other policy or certificate of insurance except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.
- 13 Any **Claim** in respect of which the **Insured Person** is entitled to an indemnity or contribution under any other **Section** of this **Policy.**
- 14 Any **Claim** in respect of which the **Insured Person** is entitled to Legal Aid.
- 15 Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this **Section** and which the **Insured Person** knew, or ought reasonably to have known, may give rise to a **Claim** by or against the **Insured Person.**
- 16 Any **Claim** that the **Insured** fails to notify to the **Insurer** within 6 months of the first occurrence of any cause, event or circumstance that gives rise to the **Claim.**
- 17 Any **Claim** arising out of a deliberate, conscious, intentional or reckless act by the **Insured Person** or where the **Insured Person** has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such **Claim.**
- 18 Any **Claim** made, brought or commenced outside of the **Territorial Limits.**
- 19 Any **Claim** where in the **Insurer's** opinion there are no **Reasonable Prospects of a Satisfactory Outcome.**
- 20 Fines or other penalties imposed by a court, tribunal or regulator.
- 21 Any dispute between the **Insured Person** and the **Insurer.**
- 22 Any dispute between the **Insured Person** and the **Legal Representative** in respect of a **Claim** under this **Section.**
- 23 Any **Claim** relating to damage to goods in transit or goods lent or hired to third parties or goods at premises other than the **Premises.**
- 24 Any **Claim** arising from or relating to the operation of a franchise or distribution agreement.
- 25 Any **Claim** arising from or relating to a shareholding agreement or a partnership agreement or a trust.

- 26 Any **Claim** arising as a result of an allegation of libel or slander.
- 27 Any **Claim** relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.
- 28 Any **Claim** arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 29 Any **Claim** relating to any non-contracting party's right to enforce all or any part of this **Section**. The Contracts (Rights of Third Parties) Act 1999 does not apply to this **Section**.
- 30 Defending the **Insured Person** in any legal proceedings arising from:
 - a bodily injury, illness, disease or death, or
 - b loss, destruction or damage to property, or
 - c alleged or actual breach of any duty owed as a director or officer of the **Insured**.
- 31 Any VAT attaching to **Legal Expenses** incurred with the **Insurer's** consent which is recoverable by the **Insured Person** from elsewhere.

Conditions

In addition to the General Conditions of this **Policy** the following also apply to this **Section**:

A. General Conditions

1. Change of Risk

It is a condition precedent to the liability of the **Insurer** to provide Cover under this **Policy** that the **Insured** must notify the **Insurer** in writing of any alteration during the **Period of Insurance** which would materially affect the **Insurer's** assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by **the Insurer**.

Upon notification of any alteration the **Insurer** will alter the premium and the **Insured** will pay an additional premium to, or receive a refund of premium from, the **Insurer** as the case may be.

2. Arbitration

Any dispute between the **Insured Person** and the **Insurer** concerning this **Section** shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the **Territorial Limits**.

All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in the **Insurer's** favour, the **Insured Person's** costs will not be recoverable under this **Section**.

The decision will be final and binding upon both the **Insured Person** and the **Insurer** and cannot be the subject of an appeal.

3. Maintenance of Records

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insured** has kept and maintained reasonable books and records. Where the **Insured** is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

4. Disclosure of the Existence of this Section

The **Insured Person** or the **Legal Representative** must not reveal the existence of this **Section** unless the **Insurer** has given written consent or is ordered to do so by a court.

5. Assignment

This **Section** may not be assigned by the **Insured Person** or by the **Insured Person's** executors or administrators.

B. Claims Process Conditions

1. Notification of Claim

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insurer** is notified in writing by the **Insured Person** by the completion of a claim form immediately the **Insured Person** is, or should have been, aware of any cause, event or circumstance which has given or may give rise to a **Claim** involving the **Insured Person**.

If the **Insured Person** fails to notify the **Insurer** within 6 months of the first occurrence of such cause, event or circumstance any **Claim** arising from that cause, event or circumstance will not be accepted.

When such a notification has been given, the **Insurer** agrees to treat any subsequent **Claim** in respect of the cause, event or circumstance notified as though the **Claim** had been made, brought or commenced during the **Period of Insurance**.

Important procedure for Employment Disputes

If a Claim Form (ET1) is received from an Employment Tribunal the **Insured** must immediately complete a claim form and forward it to the **Insurer**, to arrive no later than 7 days after receipt of the Claim Form (ET1). Response Form (ET3), which should be left blank, must also be sent.

2. Consent

It is a condition precedent to the **Insurer's** liability to provide cover under this **Section** that consent to accept a **Claim** and:

- a. incur **Legal Expenses**; and
- b. pay **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance**

must first be obtained in writing from the **Insurer** ("Consent"). Consent will be given if the **Insured Person** can satisfy the **Insurer** that

- a. there are **Reasonable Prospects of a Satisfactory Outcome**, and
- b. in a particular case, it is reasonable for **Legal Expenses** to be incurred and/or a **Claim** in respect of **Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance** to be accepted under this **Section**

In reaching a decision on whether or not to give Consent the **Insurer** will seek the opinion of the **Legal Representative**.

If the **Insurer** and the **Legal Representative** are unable to agree on whether **Reasonable Prospects of a Satisfactory Outcome** exist, the **Insurer** will seek the opinion of any other legally qualified advisor or other expert appropriate to the **Claim** the **Insurer** feels it is necessary to consult in order to make their decision.

In all cases the **Insured Person** will be advised in writing of the granting or refusal of Consent.

3. Dealing with the Claim

If the **Insurer** grants Consent a **Legal Representative** will be instructed and will then act in accordance with Claims Process Condition 8.

The **Insurer** may withdraw Consent previously given at any time if facts become known which would mean that a particular **Claim** would not have been accepted under the terms of this **Section** or if there are no longer **Reasonable Prospects of a Satisfactory Outcome**. Provided there has been full compliance with the **Section** terms the **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when the **Insurer** notified the **Insured Person** that Consent had been withdrawn.

If the **Insured Person** decides to proceed with the pursuit or defence of a **Claim** to which the **Insurer** has refused to give Consent and is subsequently successful the **Insurer** will pay **Legal Expenses** as if the **Insurer** had given Consent at the outset.

4. **Duty of the Insured Person to Minimise Claims**

In respect of any **Claim** for which Consent has been granted under the **Section** the **Insured Person** must use best endeavours and take all reasonable measures to minimise the cost and effect of any **Claim** under this **Section**.

If the **Insured Person** fails to comply with this requirement then the **Insurer** will have the right to adjust the **Insurer's** liability under this **Section** to the extent that a **Claim** would have cost the **Insurer** had the **Insured Person** complied.

5. **The Insurer's Right to Settle Claim**

The **Insurer** shall have the right to take over and conduct in the name of the **Insured Person** any **Claim** at any time and can settle any **Claim** on behalf of the **Insured Person** on such terms as the **Insurer** deems appropriate.

6. **Insolvency of the Insured Person**

If during the course of any **Claim** to which the **Insurer** has given support, the **Insurer** has the right to withdraw that support immediately if the **Insured Person**;

- a becomes insolvent (or commits an act of insolvency or bankruptcy), or
- b enters into liquidation, or
- c makes an arrangement with creditors, or
- d enters into a deed of arrangement, or
- e has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator, or
- f has an administration order over their affairs assets or property.

7. **Appeal Procedure**

If following legal proceedings to which the **Insurer** has given Consent, the **Insured Person** wishes to appeal against the judgment or decision of a court or tribunal, it is a condition precedent to the **Insurer's** liability to continue to provide cover under this **Section** that the grounds of such appeal must be submitted to the **Insurer** in good time and by secure means so that the **Insurer** may consider whether there are **Reasonable Prospects of a Satisfactory Outcome** in respect of the appeal and if so whether to Consent to such further action. The **Insurer** will inform the **Insured Person** and the **Legal Representative** of their decision.

If the **Insurer** requires it, the **Insured Person** will co-operate fully in an appeal against the judgment or decision of a court or tribunal.

8. **Legal Proceedings**

a. **Freedom to choose a Legal Representative**

For any **claim** where the **Insurer** may be liable to pay **Awards of Compensation** under Event 1 Employment, or **Data Protection Compensation Awards** under Event 5 Data Protection, the **Insurer** will choose the **Legal Representative**.

For any other **claim** the **Insurer** will choose the **Legal Representative** at any time before the **Insurer** agrees that legal proceedings need to be issued or defended. The **Insured Person** can only choose a **Legal Representative** if the **Insurer** agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **Legal Representative** originally chosen by the **Insurer** cannot act for the **Insured Person**. The **Insured Person** must send the name and address of the **Insured Person's** chosen **Legal Representative** to the **Insurer**. If the **Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, that **Legal Representative** will be appointed on the same terms as the **Insurer** would have appointed its chosen **Legal Representative**.

In respect of any **claim** for which the **Insurer** has granted Consent, the **Legal Representative** will be appointed in the name of and on behalf of the **Insured Person** to act for the **Insured Person** in accordance with the terms of this **Section**.

In agreeing to the selection of a **Legal Representative** the **Insured Person** will comply with Claims Process Condition 4.

The **Insurer's** liability to provide Cover under this **Section** will cease immediately with no liability to indemnify the **Insured Person** in any respect unless in its absolute discretion the **Insurer** agrees to another **Legal Representative** being appointed to continue acting for the **Insured Person** under the terms of this **Section**, if:

- i due to any unreasonable conduct or failure to act by the **Insured Person**, the **Legal Representative** reasonably refuses to continue acting for the **Insured Person**, or
- ii the **Insured Person** unreasonably dismisses the **Legal Representative** without the Insurers agreement.

b. Disclosures to the Legal Representative

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insured Person** must give the **Legal Representative** all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured Person's** possession. The **Insured Person** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

c. Access to Information

The **Insurer** is entitled to receive from the **Legal Representative** any information, document or advice in connection with any **Claim**, even if privileged. On request the **Insured Person** will give to the **Legal Representative** any instructions necessary to secure the required access.

d. Obligations of the Insured Person and Legal Representative in relation to any Claim.

- It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that
- i the **Insured Person** and on their behalf the **Legal Representative** will immediately notify the **Insurer** in writing of any information as soon as it is received which may affect the **Insurer's** opinion on the **Reasonable Prospects of a Satisfactory Outcome** of the **Claim**.
 - ii the **Insured Person** and on their behalf the **Legal Representative** will inform the **Insurer** in writing as soon as any offer to settle a claim is received or made or an offer of payment into Court is received. The **Insured Person** or the **Legal Representative** will under no circumstances enter into any agreement to settle without the **Insurer's** prior written consent. If, in the **Insurer's** opinion, the **Insured Person** unreasonably withholds agreement to settle, Cover under this **Section** will cease immediately. The **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when Cover ceased.
 - iii the **Insured Person** and on their behalf the **Legal Representative** will report in writing the result of the **Claim** to the **Insurer** when it is finished.

e. Payment of Legal Representative's Bills

All bills relating to any **Claim** the **Insured Person** receives from the **Legal Representative** should be forwarded to the **Insurer** without delay. If the **Insurer** requires the **Insured Person** must ask the **Legal Representative** to submit the bill of costs for assessment by the appropriate Law Society or court.

The **Insured Person** is responsible for the payment of all **Legal Expenses**. The **Insurer** may settle these direct if requested by the **Insured Person** to do so.

The payment of some **Legal Expenses** does not imply that all **Legal Expenses** will be paid. The **Insured Person** must not, without the **Insurer's** written consent, enter into any agreement with the **Legal Representative** as to the basis of calculation of **Legal Expenses**.

f. Instruction of Counsel

If, during the course of any **Claim** (other than where Claims Process Condition 2 applies), the **Insured Person** or the **Legal Representative** considers it necessary and wishes to instruct counsel, counsel's name must first be submitted to the **Insurer** for Consent to the proposed instruction. Failure to do so will result in the **Insurer** not paying counsel's fees incurred prior to the **Insurer's** approval.

g. Conduct of the Claim

It is a condition precedent to the **Insurer's** continuing liability to provide Cover under this **Section** that the **Insured Person**:

- i does not withdraw from a **Claim** without the **Insurer's** agreement;
- ii co-operates fully with the **Legal Representative** or the **Insurer** in the conduct of the **Claim**;
- iii follows the advice of the **Legal Representative**.

If the **Insured Person** fails to comply with either i, ii or iii then the **Insurer's** liability to provide Cover under this **Section** will cease immediately and the **Insurer** will not be responsible for the payment of **Legal Expenses** and will be entitled to reimbursement of all **Legal Expenses** already paid or incurred.

h. Award of Costs

Where the **Insured Person** is awarded costs, it is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that **Insured Person** and the **Legal Representative** must take every reasonable step to recover **Legal Expenses** which would be or have been subject to payment under this **Section**. All such recoveries will be taken into account when calculating the **Insurer's** liability under this **Section**.

i. Alternative Dispute Resolution

When, in the **Insurer's** opinion, alternative dispute resolution would appear to provide a more effective method of resolving any **Claim**, the **Insurer** may request that the **Insured Person** agrees to submit such **Claim** to a professional dispute resolution service, to be selected by the **Insurer**.

In considering alternative dispute resolution the **Insured Person** will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

Communications

All notices and communications from the **Insurer** or the **Insurer's** representatives to the **Insured Person** will be deemed to have been duly sent if sent to the **Insured Person's** last known address; or, in relation to any matters arising out of any **Claim**, if sent to the **Legal Representative**. All notices and communication from the **Insured Person** to the **Insurer** should be sent to:

Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW
Phone: 0370 243 4340

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Personal Accident Section

Making a Claim

Claims under the Personal Accident Section of this **Policy** should be referred to:

Claims Division Allianz Insurance plc
PO Box 10509
51 Saffron Road
Wigston
LE18 9PF

Tel: 0344 893 9500
Fax: 01483 790726
E mail: Casualty1@allianz.co.uk

Lines are open from 09:00 to 17:00 Monday to Friday.

Policyholder Helplines

These added value services are provided as automatic benefits under your **Policy** and are administered by Healix Medical Services Limited on behalf of **the Insurer**.

All services are accessed by **the Insured** or **Insured Person** contacting Healix Medical Services Limited on the telephone numbers provided alongside each service.

When the Personal Accident Section is shown as insured on the schedule, the Insured is entitled to the following service:

Medical Advice Line Tel +44(0) 1483 260757

The medical advice helpline can provide advice and information on a wide range of issues from:

- All medical and surgical conditions
- Medications
- Pre and post treatment advice
- The rights of patients and their families
- Hospital procedures
- Location of specialist practitioners, hospitals and consultants
- Dos and donts before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

If they don't have the answer, the medical team will source the required details and call back, e-mail or post these to the employee.

The Medical Advice Line provides comprehensive advice and information, however, it is not an emergency service and will not provide a diagnosis or prescribe treatments.

Definitions

Accidental Bodily Injury

Bodily injury and **Associated Illness** directly and solely caused by:

- a. a sudden unexpected identifiable physical injury or
- b. unavoidable exposure to the elements

which

- i. does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or
- ii. is not intentionally self-inflicted or
- iii. does not result from sickness, disease or psychological condition other than in respect of **Benefit 4** of the **Continental Scale**.

Additional Insured Persons

The **Insured Person(s)** who are included within **Personal Accident Extensions** numbered 1 to 4

Aircraft Accumulation Limit

The Insurer's maximum liability in the aggregate under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** for all **Losses** involving any **Scheduled Air Transport**.

Annual Salary

The total annual basic salary including overtime bonus or commission payments and **Directors** dividend payments as declared and upon which the premium is based. Overtime bonus or commission payments and **Directors** dividend payments shall be based on the average payments made during the twelve months immediately prior to the date of the **Accidental Bodily Injury**

Associated Illness

Sickness, disease or Post Traumatic Stress Disorder that results directly from the **Insured Person** sustaining **Accidental Bodily Injury** that would not otherwise have arisen and had not previously arisen.

Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

Business Trip

Any journey undertaken by an **Insured Person** on behalf of **the Insured** in connection with the **Business of the Insured** that forms part of the **Declared Travel Pattern**.

Capital Sum Benefit

A **Benefit** that is not payable at a weekly rate.

Clause

Any addition, variation or alteration to the terms of this **Policy** as detailed on the **Schedule**.

Computer System

Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or **Death**.

Contamination by Terrorism Accumulation Limit

The Insurer's maximum liability in the aggregate under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

Continental Scale

Compensation under **Benefit 2** of the **Schedule** is extended to include the following **Benefits** provided that the **Insured Person** has survived for at least one month from the date of the **Accidental Bodily Injury**.

1. Permanent loss by physical separation of:
 - a. one thumb:
 - i. both phalanges 30%
 - ii. one phalange 30%
 - b. one index finger
 - i. three phalanges 20%
 - ii. two phalanges 20%
 - iii. one phalange 6%
 - c. one other finger
 - i. three phalanges 10%
 - ii. two phalanges 6%
 - iii. one phalange 3%
 - d. one great toe
 - i. two phalanges 15%
 - ii. one phalange 15%
 - e. one other toe
 - i. three phalanges 5%
 - ii. two phalanges 3%
 - iii. one phalange 2%
2. Permanent total loss of use of:
 - a. shoulder or elbow 25%
 - b. wrist, hip, knee or ankle 20%
 - c. total loss of use of the neck or cervical spine with no damage to the spinal cord 30%
 - d. total loss of use of the back or spine below the neck with no damage to the spinal cord 40%
 - e. of one lung or one kidney, the spleen or the liver 25%
 - f. taste 5%
 - g. smell 5%
3. Removal by surgical operation of lower jaw 30%
4. **Sickness** resulting in **Loss of Sight** or **Permanent Total Disablement** by paralysis 20%
5. Permanent facial scar
 - a. 1cm to 5cm long on the face 5%
 - b. over 5cm long on the face 10%

6. Loss of intellectual capacity

100%

The appropriate percentage shall be applied to the amount for **Benefit 2** shown in the **Schedule** or to the Limit per Person under **Benefit 2** whichever is the lesser.

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the **Insured Person's** occupation.

Where an amount is claimed in respect of the same **Insured Person** for more than one form of permanent disablement as the result of the same **Accidental Bodily Injury** the total of the percentages shall not exceed 100% of the amount for **Benefit 2**.

If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.

Country of Residence

The country in which the **Insured Person** permanently resides or is the country from which the **Insured Person** is expected to reside for more than six (6) months.

Cyber Event

An unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group(s) of persons.

Death

Death caused by **Accidental Bodily Injury**.

Declared Travel Pattern

The number of journeys, details of destinations and average duration of each journey as provided by **the Insured to the Insurer** before the inception of cover or the renewal of cover.

Deferment Period

The uninsured period that must pass before payment for **Temporary Total Disablement** or **Temporary Partial Disablement** begins.

Denial of Service

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Dental Injury

Damage to or loss of teeth gingival tissues alveoli or dental prostheses including implants bridges or crowns (whilst in situ within the mouth of the **Insured Person**) which is caused solely by a force external to the mouth of the **Insured Person**.

Dependant Adult

Any person other than a **Dependant Child** who is dependent on the **Insured Person** and where either the **Insured Person** or the dependant adult is in receipt of a carers or attendance allowance from the government of the **United Kingdom**.

Dependant Child

The unmarried children, stepchildren, foster children and legally adopted children who are either under eighteen (18) years of age or under twenty three (23) years of age if studying in full time education at the time of **Death** of the **Insured Person** and for whom the **Insured Person** was the parent or legal guardian.

Directors

The registered company directors of **the Insured**, and any other persons agreed with **the Insurer** in writing to be treated as directors under this **Policy**.

Employee

Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for **the Insured** in connection with the **Business of the Insured**.

Europe

The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

Event Accumulation Limit

The Insurer's maximum liability in the aggregate under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** for all **Losses** not involving air travel.

First Aid Expenses

Expenses necessarily incurred by the **Insured Person** or **the Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits 1 to 6** as shown under **Personal Accident Section** of the Table of **Sums Insured** in the **Schedule**.

Hemiplegia

The permanent and total paralysis of one side of the body.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

Hospital

Any National Health Service Trust or registered private hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

Hospitalisation/Hospitalised

Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital** by a **Qualified Medical Practitioner**.

Insured Person

Any person described on the **Schedule** who is under the age of eighty (80) at the start of the **Period of Insurance** and is resident in the **United Kingdom** unless specifically stated otherwise on the **Schedule**.

Insured Trip

- a. Any **Business Trip** under six (6) months and any holiday which is purely ancillary to the **Business Trip** undertaken by an **Insured Person** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**

or
- b. Any other journey under six (6) months duration undertaken by an **Insured Person** or guest or Contractor of **the Insured** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**

or
- c. Any journey under thirty (30) calendar days duration undertaken by **Directors of the Insured** and their accompanying **Spouse**, immediate family and domestic staff

or
- d. Any journey undertaken by business colleague friend or family of an **Insured Person** travelling on compassionate grounds with the agreement and at the expense of **the Insurer**.

Kidnapped/Taken Hostage

The unlawful taking and holding captive of an **Insured Person**.

Loss/Losses

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Loss of Hearing

Total and permanent hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a **Qualified Medical Practitioner**. The maximum amount payable for Loss of Hearing in one ear is 25% of the **Sum Insured** for **Benefit 2** or £5,000 whichever the greater.

Loss of Limb

In respect of

- a. an arm - physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)

or

- b. a leg - physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

- a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the **United Kingdom** government on the authority of a **Qualified Medical Practitioner**

or

- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

Total and permanent loss of the ability to speak or communicate verbally

Maximum Benefit

The maximum amount of **Benefit** payable, as shown in the Table of Sums Insured in the **Schedule**.

Maximum Benefit Period

The maximum period (not necessarily consecutive) for which **Temporary Total Disablement** or **Temporary Partial Disablement** are payable after the **Deferment Period** has expired

- i. as shown in the **Schedule** or
- ii. when the **Insured Persons** contract of employment with **the Insured** ends
whichever the earlier.

Non-Scheduled Air Accumulation Limit

The Insurer's maximum liability in the aggregate under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

Operative Time

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** shown in the **Schedule**.

Paraplegia

The permanent and total paralysis of the two lower limbs, bladder and rectum.

Period of Insurance

Applying to Personal Accident and Business Travel Sections

The period of insurance shown in the **Schedule** being the period during which this **Policy** remains valid subject to the **Operative Time**.

The Period of Insurance will end on the earliest date of the following for **the Insured**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.

The Period of Insurance will end on the earliest date of the following for an **Insured Person**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.
- c. the date the policy is cancelled.
- d. on the date an **Insured Person** notifies **the Insured** that they no longer wish to be included in this **Policy**.
- e. if the **Insured Person** is an **Employee** of **the Insured** on the date on which the **Insured Person** cease their employment with **the Insured**.
- f. at the end of the contract period for a person who is employed by **the Insured** on a contract of fixed duration unless otherwise agreed by **the Insured**.

whichever the sooner other than

- i. if the **Insured Person** is on an **Insured Trip** that continues beyond the expiry of the **Period of Insurance** for up to ninety (90) consecutive days from the end of the **Period of Insurance** or until the completion of the **Insured Trip** whichever is the sooner.
- ii. if the **Insured Person** is subject to a claim for **Hijack and Kidnap** then the **Period of Insurance** is extended for up to fifty two (52) weeks or until the **Insured Person** returns to their usual residence whichever is the sooner.

Permanent Partial Disablement

Loss of Sight, Loss of Hearing, Loss of Speech or Loss of Limb

Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Continental Scale**

which having lasted without interruption for at least twelve (12) months, has no reasonable prospect of improving, and in the opinion of an independent referee who is a **Qualified Medical Practitioner** and acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to:

- i. their **Usual Occupation** if employed by **the Insured**
- ii. business profession or occupation of each and every kind if the **Insured Person** is not employed by **the Insured**
- iii. business profession occupation or schooling of each and every kind if the **Insured Person** is under eighteen (18) years of age or under twenty three (23) years of age and in full time education

for the remainder of their life.

Personal Property

Clothing and other personal articles the property of the **Insured Person**.

Premises**Applying to Personal Accident and Business Travel Sections**

The interior portion of a building with a singular identifiable address in the **United Kingdom** or the **Insured Persons Country of Residence** owned or leased by **the Insured** in the conduct of the **Business**.

Quadriplegia

The permanent and total paralysis of the two upper limbs and the two lower limbs.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine ophthalmology or dentistry under the laws of the country in which they practice and who is not

- i. the **Insured Person** or
- ii. the **Spouse** of the **Insured Person** or
- iii. a member of the immediate family of the **Insured Person** or
- iv. an **Employee** of the **Insured**.

Scheduled Air Transport

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than eighteen (18) seats.

Sickness

An identifiable illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

Spouse

The spouse, partner or civil partner of the **Insured Person** with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse, partner or civil partner.

Temporary Partial Disablement

Temporary Disablement that completely prevents the **Insured Person** from performing more than 50% of the functions of their **Usual Occupation**.

Temporary Total Disablement

Temporary Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

Terrorism

An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any Government and/or to put the public or any section of the public in fear.

Triplegia

The permanent and total paralysis of three limbs.

Usual Occupation

The tasks, duties and other functions, which **the Insured** normally pays the **Insured Person** to perform in connection with the **Business** of **the Insured**.

Visitor

Any individual visiting the **Premises** of **the Insured** in a business capacity with the knowledge and consent of **the Insured** excluding any Emergency Services personnel and third party contractors undertaking work on behalf of **the Insured**.

War

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

Weekly Benefit

The amount shown in the **Schedule** that **the Insurer** will pay to **the Insured** for each complete working week, during any period of **Temporary Total Disablement** or **Temporary Partial Disablement** of an **Insured Person**.

Weekly Wage

The gross basic weekly amount (or in the case of salaried employees 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured** to the **Insured Person** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury** for their **Usual Occupation**.

Operative Times

Show the time and circumstances that cover applies to the Insured Person as selected by the Insured and shown in the Schedule

- **24 Hours**
At anytime.

- **Occupational including Commuting**
 - a. While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or travelling between:
 - i. an **Insured Person's** place of residence and place of work
 - ii. places of work at the expense of **the Insured**.

 - b. **Business Travel outside or within the United Kingdom**

 - c. **Away from premises**

 - d. **Assault**

 - e. **Motor Vehicle Travel**

- **Occupational**
 - a. While an **Insured Person** is carrying out their occupational or voluntary duties for **the Insured** or while travelling between places of work at the expense of **the Insured**.

 - b. **Business Travel outside or within the United Kingdom**

 - c. **Away from premises**

 - d. **Assault**

 - e. **Motor Vehicle Travel**

- **Away from premises**
While an **Insured Person** is:
 - a. carrying out their occupational or voluntary duties for **the Insured** and is not on **the Insured's** Premises

 - b. travelling between places of work where the travel is at the expense of **the Insured**.

- **Assault**
At any time where **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

- **Motor Vehicle Travel**
Whilst getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to, and refueling of, any vehicle used for the **Business of the Insured**.

- **Business Travel outside or within the United Kingdom**

While on an **Insured Trip** or Corporate Event at the expense of the **Insured**

- a. outside the **United Kingdom** or **Country of Residence**: or
- b. in the **United Kingdom** or **Country of Residence** involving
 - i. an overnight stay away from the **Insured Person's** residence or
 - ii. a flight in an aircraft or
 - iii. involves either a journey by road rail or sea

excluding commuting between the **Insured Person's** residence or work place

Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

- **Business Travel outside the United Kingdom**

While on an **Insured Trip** outside the **United Kingdom** or **Country of Residence**.

Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

Cover

The Insurer will pay the Insured the Sums Insured shown in the Schedule if any Insured Person suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time** which, within twelve (12) months solely, directly and independently of any other cause results in the:

1. **Death**
2. **Loss of Sight** in one eye or **Loss of one Limb** or **Loss of Hearing** in one ear or **Loss of Speech**
3. **Loss of Sight** in both eyes or **Loss of two or more Limbs** or **Loss of Hearing** in both ears
4. **Permanent Total Disablement**
5. **Temporary Total Disablement**
6. **Temporary Partial Disablement**

of that **Insured Person**.

Extensions

Additional Insured Persons

The following **Additional Insured Persons** are included provided they are not insured elsewhere under this **Policy**

The maximum amount payable for **Additional Insured Persons** is £300,000 in respect of any one **Loss**.

1. Visitors to the Insured Premises

If within the **Period of Insurance** a **Visitor** or student on a work experience placement on **the Insureds Premises** suffers **Accidental Bodily Injury** which, within twelve (12) months thereof solely, directly and independently of any other cause results in **Death, Permanent Partial Disablement** or **Permanent Total Disablement** the Insurer will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

2. Spouse and Children

Provided that an **Insured Person** is

- a) a **Director** or **Employee** of **the Insured** and
- b) is Insured with an **Operative Time** of **Occupational, Occupational including Commuting** or **24 Hour**

then if within the **Period of Insurance** their **Spouse** or **Dependant Child** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results in **Permanent Partial Disablement, Permanent Total Disablement** or **Quadriplegia** the Insurer will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Permanent Partial Disability	£30,000
Permanent Total Disability	£30,000
Quadriplegia	£100,000

3. **Guests or Contractors of the Insured**

If within an **Insured Trip** a guest or contractor of **the Insured** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results in **Death, Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

4. **Members of the public rendering assistance**

If within the **Period of Insurance** an individual who is not a member of the emergency services whilst trying to save the life of an **Insured Person** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results **Death, Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of a unprovoked physical assault whilst they are acting in connection with the **Business of the Insured** which causes **Death, Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** will pay **the Insured** an additional **Benefit** equivalent to 10% of the **Capital Sum Benefit** amount shown in the **Schedule** for the **Insured Person**.

The maximum amount payable in respect of this additional **Benefit** is £25,000 in respect of any one **Insured Person**.

Bereavement Counselling

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** **the Insurer** shall indemnify **the Insured** for fees charged by a bereavement counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of bereavement counselling for the **Spouse** and/or **Dependant Adult** and/or **Dependant Child(ren)** of the **Insured Person** where such counselling is on the medical advice of a **Qualified Medical Practitioner**.

The maximum amount payable for such sums for any one **Insured Person** £2,000.

Catastrophe

If during the **Operative Time** any single **Loss** results in payment of the **Death Benefit** for five or more **Directors** or **Employees** of the **Insured** who are all covered by this **Policy** **the Insurer** will increase their **Sum Insured** by 25% subject to the **Accumulation Limits** shown on the **Schedule**.

Childcare Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a registered childcare provider but only in respect of additional costs that would not otherwise have been incurred up to a maximum period of one hundred and four (104) weeks.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

Crisis Management

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall Indemnify **the Insured** costs incurred for

- i. Fees of a Public Relations consultant approved by **the Insurer**
- ii. the cost of releasing information to the media via the most appropriate route, including but not limited to radio, television, newspaper and Internet.

Provided that

- a. **the Insured** is subject to negative publicity in the local or national media and
- b. **the Insured** agree to contribute 20% of i. and ii. and
- c. costs must be incurred within thirty (30) calendar days of **Accidental Bodily Injury**.

The maximum amount payable for the **Period of Insurance** is £50,000

Dental Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Dental Injury** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £2,500 for reasonable expenses necessarily incurred on the advice of a **Qualified Medical Practitioner**.

Dependant Adult and Child Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** and the **Insurer** pays a **Death Benefit** for that **Insured Person**, the **Insurer** will in addition pay

- a. £25,000 for each **Dependant Adult**
- b. £7,500 for each **Dependant Child**

The maximum amount payable for all such dependants for any one **Insured Person** is £50,000. Any **Dependant Adult** or **Dependant Child** shall only receive one payment irrespective of the number of **Insured Persons** killed in the same **Loss**.

Domestic Assistance Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £100 per week for reasonable expenses necessarily incurred in employing a bona fide domestic services company for domestic assistance provided to the **Insured Person** at their residence.

The maximum amount payable is £10,400 in respect of any one **Insured Person**.

Enhanced Permanent Total Disablement Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Paraplegia** or **Quadriplegia** or **Hemiplegia** or **Triplegia** and the **Benefit** for **Permanent Total Disablement** becomes payable, the **Insurer** will in addition pay **the Insured** one of the following benefits:

Paraplegia	£50,000
Quadriplegia	£125,000
Hemiplegia	£50,000
Triplegia	£85,000

First Aid Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** the **Insurer** will pay for expenses necessarily incurred by the **Insured Person** for immediate and urgent treatment incurred in the **Insured Person's Country of Residence** up to a maximum of:

- i. £25,000 in respect of any one **Insured Person**
- ii. £1,000 to replace a workplace defibrillator or its consumables

Fracture benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in a break to the full thickness of a bone that does not result in a claim payment under any other **Benefit** the **Insurer** will pay for fracture of the:

- i. hip or pelvis (excluding coccyx or thigh)
- ii. femur or heel
- iii. skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles fracture)
- iv. spine (vertebrae but excluding coccyx)

£1,000

Up to a maximum payment of £5,000 for all fractures.

£750

The **Insurer** will pay this extension only once during the lifetime of the policy if the **Insured Person** is diagnosed with osteoporosis prior to or as a result of the **Accidental Bodily Injury** that results in a claim under this policy.

Funeral Expenses and Urgent Estate Expenses

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in payment of the **Death Benefit** of that **Insured Person**, the **Insurer** will in addition pay to their legal representatives

- a. the reasonable costs incurred with the **Insurer's** prior written consent for the funeral expenses of that **Insured Person**.

The maximum amount payable for such costs for any one **Insured Person** is £10,000.

- b. reasonable expenses necessarily incurred as a direct consequence of the **Death** of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

The maximum amount payable for such expenses for any one **Insured Person** is £2,000.

Hospitalisation Benefits

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** results in **Hospitalisation** in the **Insured Person's Country of Residence** on the recommendation of a **Qualified Medical Practitioner** the **Insurer** will pay the **Insured** the following amounts:

- a. **In-Patient Benefit**

£75 for each continuous twenty four (24) hour period that the **Insured Person** spends in **Hospital** as an in-patient.

- b. **Coma Benefit**

if the **Insured Person** is in a Coma an additional sum of £75 for each full day of the Coma.

The maximum amount payable for **In-Patient Benefit** and **Coma Benefit** is £54,600 in respect of any one **Insured Person**.

c. **Convalescence Benefit**

£75 for each continuous twenty four (24) hour period of convalescence immediately following **Hospitalisation** during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation a **Qualified Medical Practitioner**.

The maximum amount payable is £2,000 in respect of any one **Insured Person**.

Independent Financial Advice

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** up to £2,500 for the benefit of the **Insured Person** for fees charged by an Independent Financial Adviser authorised and regulated by the Financial Conduct Authority or equivalent regulatory authority in the **Insured Person's Country of Residence** to provide the **Insured Person** with two sessions of professional financial advice.

Modification Expenses Benefit

If within the **Operative Time** an **Insured Person** suffers **Accidental Bodily Injury** resulting in the **Benefit** for **Permanent Partial Disablement** or **Permanent Total Disablement** being paid, the **Insurer** will in addition pay the necessary costs incurred with **the Insurer's** prior written consent of alterations that need to be made to

- i. adapt the usual residence,
- ii. usual vehicle for **Loss of Limb** only or
- iii. usual place of employment of the **Insured Person** to cater for their medical needs.

The maximum amount payable for such costs for any one **Insured Person** is £25,000.

Optical Expenses

If within the **Operative Time** an **Insured Person** or **Additional Insured Person** suffers **Accidental Bodily Injury** resulting in the need for immediate and urgent eye treatment required to prevent long term damage, **the Insurer** will pay up to £500 towards the costs of treatment.

Personal Property

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in damage to or loss of any **Personal Property** that is not insured elsewhere **the Insurer** will pay to the **Insured Person** the cost of replacement of or reasonable costs of repair to the **Personal Property**.

The maximum amount payable for such costs for any one **Insured Person** is £1,000.

Recruitment Expenses

If within the **Operative Time** an **Insured Person**

- a. sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Total Disablement** or
- b. the **Insured Person** commits suicide

the Insurer shall indemnify **the Insured** for reasonable expenses necessarily incurred in employing a registered recruitment company to recruit a permanent **Employee** as a direct replacement for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

Rehabilitation Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** that the **Insurer** agrees is likely to result in **Permanent Partial Disablement**, **Permanent Total Disablement Benefit**, **Temporary Total Disablement** or **Temporary Partial Disablement** becoming payable the **Insurer** will pay for rehabilitation and necessary travel costs to facilitate the **Insured Person's** return to employment or adjustment to their permanent disability provided that the:

- i. **Insured Person** was not over sixty five (65) years of age when **Accidental Bodily Injury** occurred
- ii. **Insured Person** was an **Employee of the Insured**
- iii. **The Insurer's** prior written approval of any rehabilitation or transport costs is obtained
- iv. the **Insured Persons** rehabilitation plan is under the supervision of the **Insurer**

The amounts payable in respect of any one **Insured Person** are

- a. up to £2,000 for Physiotherapy
- b. up to £100 per week for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs to convey the **Insured Person** from their usual place of employment or residence to **Hospital**.

The maximum amount payable for such sums for any one **Insured Person** is £3,000.

- c. up to £100 per day for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs organised by **the Insured** if the **Insured Person** is unable to commute to their usual place of employment using the method of transport they normally used prior to the **Accidental Bodily Injury**

This benefit shall cease

- i. when the **Insured Person** becomes capable of resuming the use of their usual mode of transport or
- ii. when the **Insured Person** ceases to be entitled to **Temporary Partial Disablement** or
- iii. fifty two (52) weeks after the date of the **Accidental Bodily Injury**

whichever is the earlier. The maximum amount payable for such sums for any one **Insured Person** is £10,000.

- d. up to 50% of the **Sum Insured** paid for **Temporary Total Disablement** or £250 per week whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment with **the Insured**.

or

up to the **Sum Insured** paid for **Permanent Partial Disablement** or **Permanent Total Disablement** or £25,000 whichever the lesser amount up to a maximum of fifty two(52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment.

- e. up to 10% of the **Loss of Limb(s) Benefit** paid or £75,000 whichever the lesser for the costs of prosthesis including any consultation costs.
- f. up to 20% of the **Loss of Limb(s)** or **Loss of Sight Benefit** paid or £30,000 whichever the lesser for costs and associated expenditure of Specialist Equipment for the purpose of participation in a sport that forms part of the **Insured Persons** rehabilitation plan is under the supervision of **the Insurer**.

Relocation Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for stamp duty payments solicitor and estate agent fees and removal costs necessarily incurred with **the Insurer's** prior written consent as a direct consequence of the **Insured Person** having to move from their permanent residence to an alternative place of residence suitable for their medial needs.

The maximum amount payable for such sums for any one **Insured Person** £25,000.

Retraining Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** will pay for retraining costs to facilitate the **Insured Person's** return to gainful employment provided that the:

- i. **Insured Person** was not over sixty five(65) years of age when **Accidental Bodily Injury** leading to **Permanent Total Disablement** occurred
- ii. **Insured Person** was an **Employee of the Insured**
- iii. **The Insurer's** prior written approval of any retraining costs is obtained.

The maximum amount payable is £25,000 in respect of any one **Insured Person**.

Retraining Expenses for Spouse of Insured Person

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of **the Insured Person** for reasonable expenses necessarily incurred by the **Spouse** of the **Insured Person** in training for an occupation or retraining for an alternative occupation up to a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** £15,000.

Return to Residence from Hospital Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in the **Insured Person** being physically incapacitated and unable to return to their residence for a period in excess of forty eight (48) hours the **Insurer** shall indemnify the **Insured** up to £500 for the benefit of the **Insured Person** for any reasonable additional costs necessarily incurred in returning the **Insured Person** and their **Personal Property** to their residence.

Simultaneous Death of the Insured Person and Spouse

If within the **Period of Insurance** both an **Insured Person** their **Spouse** sustain **Accidental Bodily Injury** resulting in **Death** in the same event and they leave bereaved a **Dependant Adult** or **Dependant Child** then the **Insurer** will double the **Benefit** payable for **Death** of the **Insured Person** or their **Spouse** whichever is the largest amount.

Temporary Replacement Staff Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Death**, **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify the **Insured** for reasonable costs necessarily incurred in employing a temporary **Employee** recruited through a registered recruitment company to directly replace the **Insured Person** up to £500 per week for a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £5,000.

Total Blindness

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in total **Loss of Sight** in both eyes the **Insurer** shall pay a benefit to the **Insured** for the benefit of the **Insured Person** £50,000. The **Sum Insured** for **Total Blindness** is payable in addition to the **Loss of Sight Sum Insured** stated in the **Schedule**.

Training Interruption Benefit

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** that prevents them from attending training or examinations that are required for their employment by the **Insured** the **Insurer** shall indemnify the **Insured** for

- i. costs incurred to resit the training or examinations for the **Insured Person** up to £1,000
- ii. the difference between pre and post qualification **Weekly Wage** as demonstrated by the **Insured's** published pay structure up to £100 per week a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £5,000.

Trauma Counselling

If within the **Operative Time** an **Insured Person** or **Additional Insured Persons**

- a. is a victim of an unprovoked malicious assault by another person that has been reported to the police or
- b. directly witnesses an act of **Terrorism** and are interviewed by the police as a witness or
- c. directly witnesses the **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** of
 - i. their parent or
 - ii. **Spouse** or
 - iii. Child or
 - iv. **Dependant Child** or
 - v. **Dependant Adult** or
 - vi. colleague at the premises of **the Insured**
- d. sustains **Accidental Bodily Injury** which resulting in **Permanent Partial Disablement** or **Permanent Total Disablement**

and are diagnosed by a **Qualified Medical Practitioner** as suffering from Post Traumatic Stress Disorder within 90 days of the above mentioned incidents **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** fees charged by a trauma counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of counselling for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** is £2,500.

Travel to Hospital Expenses for family

If an **Insured Person** is receiving the **Hospitalisation Benefits** **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey a **Spouse**, Child, **Dependant Child** or **Dependant Adult** or parent of the **Insured Person** from their residence to the **Hospital** where the **Insured Person** is an In-Patient up to £100 per week a maximum period of 52 weeks.

The maximum amount payable for such sums for any one **Insured Person** £3,000.

Section Conditions

In addition to the General Conditions this Part of the Policy provides details of Conditions that apply to this section.

1. Claims conditions

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **the Insured** or **Insured Person** must give notice to **the Insurer** within ninety (90) calendar days of any loss damage or occurrence which may result in a claim under this **Policy**
- b. **the Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**
- c. **the Insured** or **Insured Person** must at **the Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured** requires **the Insurer** to consider a claim under this **Policy** for which **the Insurer** will pay the cost of the medical examination fee
- d. **the Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a **Qualified Medical Practitioner**

The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed

- e. in the event of the **Death** of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at its expense
- f. for **the Insured** to claim for **Weekly Benefits** under this **Policy** the **Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

2. Misrepresentation of facts relevant to an Insured Person

If any claim is made under the **Policy**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under Policy Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under Policy Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

3. The Insurer's right to cancel this policy

Other than where Policy Condition 5 Fraud applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) calendar days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments, in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) calendar days' notice in writing to **the Insured** sent to their last known address.

The **Insured Persons** and **the Insured** may not cancel this **Policy**.

4. **Cancellation - War Risks**

The Insurer may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by sending fourteen (14) days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Business Trip** or **Insured Trip** outside of the **United Kingdom** or the **Insured Person's Country of Residence** which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Persons** of such cancellation.

5. **Fraudulent Claims**

If any fraud to which Policy Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), **Policy** Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

6. **Payment of Premium**

The Insured must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

If **the Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

7. **Change in Risk**

It is a condition precedent to the liability of **the Insurer** that **the Insured** must give immediate notice to **the Insurer** of any change to the occupation of any **Insured Person** from that which **the Insured** originally advised to **the Insurer**.

8. **Benefit Limits**

- a. If the **Insured Person** is included in more than one **Category, Section** or **Clause** of this **Policy** **the Insurer** will only pay the larger **Benefit** or **Extension** respect of the same **Loss**.
- b. **Dental Expenses** shall be limited to £250 unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.
- c. **The Insurer** will not pay more than the **Maximum Benefit** for **Benefits** 1 to 6 or any other **Sum Insured** as shown in the **Schedule** for any one **Insured Person**.
- d. The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £25,000 or the **Benefit** stated in the **Schedule** whichever is the lower.
- e.
 - i. If payment is made to **the Insured** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 100%
 - **Temporary Partial Disablement** will not exceed 50% of the **Insured Person's** normal **Weekly Wage**.
 - ii. If **the Insured** requests payment to be made to the **Insured Person** the maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 75%
 - **Temporary Partial Disablement** will not exceed 30% of the **Insured Person's** normal **Weekly Wage**.

It is the duty of **the Insured** to inform **the Insurer** if any claim payment exceeds these limits. **The Insurer** shall be entitled to seek recovery of any overpayment or adjust future payment of any Personal Accident benefit or extensions until these limits are not exceeded.

- f. **Payment by the Insurer to the Insured** of any **Weekly Benefit** does not prejudice **the Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if the Insurer pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
- g. The **Schedule** shows the **Weekly Benefit** payable to **the Insured** for each complete working week of **Temporary Total Disablement** or **Temporary Partial Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** shown in the **Schedule** equivalent to the number of days of disablement compared to the number of days which **the Insured** normally pays the **Insured Person** to work in a normal week.
- h. **The Insurer** will not pay more than one of the **Benefits** 1 to 4 shown in the Table of Sums Insured in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- i. **The Insurer** will not pay **Temporary Total Disablement** and **Temporary Partial Disablement** concurrently for the same **Loss**.
- j. If **the Insurer** has offered a rehabilitation service and the **Insured Person** does not comply with the medical treatment or advice provided **the Insurer** may reduce proportionately the amount paid or payable on any claim.
- k. If the **Insured Person** sustains **Accidental Bodily Injury** as a result of flying as a pilot
 - i. the **Maximum Benefit** payable in respect of **Death** or **Capital Sum Benefit** is the **Sum Insured** shown on the **Schedule** or £10,000 whichever the less and
 - ii. **Temporary Total Disablement** and **Temporary Partial Disablement** and all Personal Accident Extensions other than **Funeral Expenses** and **Urgent Estate Expenses** are excluded
- l. If the **Insured Person** is not an **Employee** of **the Insured** **Temporary Total Disablement** and **Temporary Partial Disablement** are not payable unless otherwise stated by a **Clause**.
- m. **Temporary Partial Disablement Sum Insured** shall not exceed 50% of **Temporary Total Disablement Sum Insured**
- n. If the period of disablement is not consecutive a new **Deferment Period** does not apply.

9. **Accumulation Limits**

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss** shall not exceed the

- a. **Aircraft Accumulation Limit,**
- b. **Event Accumulation Limit,**
- c. **Non-scheduled Air Accumulation Limit,**
- d. **Contamination by Terrorism Accumulation Limit**

as applicable.

Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

10. **Disappearance**

Death of any **Insured Person** shall not be presumed by reason of their disappearance.

If after a reasonable period of time has elapsed **the Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during the **Operative Time** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Policy**.

In the event of the **Insured Person's** re-appearance after payment of the **Death Benefit** the beneficiary thereof will repay such compensation to **the Insurer**.

Exclusions

This Section does not cover:

Liability to pay any claim or provide any cover under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit hereunder would expose **the Insurer** or members of the Allianz Group to:

- A. any sanction, prohibition or restriction under United Nations resolutions; or
- B. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
- C. any other applicable economic or trade sanctions law or regulations.

Sanctions programs are subject to change and prohibitions or restrictions could take effect post-inception of this **Policy**.

Sanctions seek to prevent particular governments, non-state entities or individuals from purchasing arms, accessing financial support or services, or trading in specified goods or services, and are backed by criminal and civil penalties. Sanctions can include asset freezes, arms and trade embargoes, travel bans and other.

or

1. Any claim for any **Section** of this **Policy** arising out of or consequent upon or contributed to directly or indirectly by:
 - a. any **Insured Person** taking part or whilst engaged in civil commotions or riots of any kind.
 - b. the **Insured Person**
 - i. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the Insured Person's own drug addiction or alcoholism
 - ii. serving in the Armed Forces of any Nation or International Authority
 - iii. participating in any sport as a professional
 - c. **War** (whether declared or not):
 - i. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
 - ii. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.
2. Any claim in excess of:
 - a. **Aircraft Accumulation Limit**
 - b. **Non-scheduled Air Accumulation Limit**
 - c. **Event Accumulation Limit**
 - d. **Contamination by Terrorism Accumulation Limit**
 - e. £25 millionwhichever shall be the lower.
3. Any claim in any way caused or contributed to by a **Cyber Event** or **Denial of Service**.

Write-back

Where coverage is provided, this exclusion does not apply to
Accidental Bodily Injury
Sickness

Business Travel Section

Making a Claim

Claims under the Personal Accident Section and Business Travel Section Items 1 to 7 of this **Policy** should be referred to:

Claims Division Allianz Insurance plc
PO Box 10509
51 Saffron Road
Wigston
LE18 9PF

Tel: 0344 893 9500
Fax: 01483 790726
E mail: Casualty1@allianz.co.uk

Lines are open from 9am to 5pm Monday to Friday.

Claims under **Item 8 Legal Expenses** of this **Policy** should telephone **Allianz Legal Protection** on **0370 241 4140** and quote Master Policy Number **34445**.

Policyholder Helplines

These added value services are provided as automatic benefits under your **Policy** and are administered by Healix Medical Services Limited on behalf of **the Insurer**.

All services are accessed by **the Insured** or **Insured Person** contacting Healix Medical Services Limited on the telephone numbers provided alongside each service.

When the Business Travel Section is shown as insured on the schedule, the Insured is entitled to the following service:

Medical Advice Line

Tel +44(0) 1483 260757

The medical advice helpline can provide advice and information on a wide range of issues from:

- All medical and surgical conditions
- Medications
- Pre and post treatment advice
- The rights of patients and their families
- Hospital procedures
- Location of specialist practitioners, hospitals and consultants
- Dos and donts before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

If they don't have the answer, the medical team will source the required details and call back, e-mail or post these to the employee.

The Medical Advice Line provides comprehensive advice and information, however, it is not an emergency service and will not provide a diagnosis or prescribe treatments.

Policyholder Helplines Continued

When the Business Travel Section is shown as insured on the schedule, the Insured or Insured Person is entitled to the following services in addition to the Medical Advice Line:
Lines are open 24 hours a day, 365 days a year

Overseas Legal Advice

Tel +44 (0)370 241 4140

If an **Insured Person** is Injured within **Europe** on a **Business Trip** and needs legal advice before they return to the **United Kingdom**, they can call Allianz Legal Protection and quote Master Policy Number 34445.

Pre-travel Helpline

Tel +44(0) 1483 260 757

Planning a business trip to a country can be a journey in itself. That is why there is a pre-travel helpline on hand to provide support and assistance for travel enquiries ranging from visa queries to inoculations required.

Security and Emergency Medical and Security Assistance Service

Tel +44(0) 1483 265696

In the event of an employee suffering an illness or accident, there are medical professionals who will take control and manage the process.

Their services include:

- Evacuation or repatriation for security or medical reasons with a qualified medical escort if medically advised
- Multi-lingual medical staff to converse with doctors and hospital overseas
- Contacting the hospital and dealing with any necessary fees covered under the policy
- Arranging for loved ones to visit

This includes advice and assistance for:-

- Loss of passport and travel documents
- Lost luggage
- Stolen and lost credit cards
- Referral to English speaking lawyers
- Medical treatment for illness or accident

When contacting the Assistance operator please inform them that you are an Allianz Policyholder and ensure you have the following information available:

- **The name of the Insured and policy number as stated on the policy schedule**
- **The name of the patient and the nature of the assistance required**
- **Who you are and your relationship to the policyholder and the patient, for example, I am the spouse of an Employee and looking after our child (the patient) we are all Insured under this policy**
- **Your contact number and email address**
- **Where you are and the contact details, for example, the doctors name, land line and hospital contact details**

Tips learnt from prior calls:

- Keep you mobile charged, turned on, check your signal strength and ask for wifi
- Check the dial code for the country you're in, for example, you might have been skiing in Switzerland and been taken to France for medical treatment

Advice Before You Travel

The Insured or Insured Persons may also choose to consider the following services which are totally independent of and are not part of this policy:

Foreign, Commonwealth & Development Office (FCO) Travel Advice

The FCO periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

It is strongly recommended that **the Insured** consults the travel advice section of the FCO website (www.fco.gov.uk) before allowing an **Insured Person** to travel.

Note: Advice from the FCO will be relevant to the cover provided by Item 7 - Political Evacuation.

Global Health Insurance Card (GHIC)

A GHIC entitles a person to reduced-cost, sometimes free, medical treatment that becomes necessary while they are in a European Union (EU).

Subject to restrictions, people who are ordinarily resident in the UK are entitled to a GHIC. There will be a transition period between the old EHIC and new GHIC card.

A person can apply for a GHIC:

- a. by phone on 0300 330 1350
- b. on-line at www.nhs.uk/ghic

The Allianz Travel Oracle Website & Mobile App

The Allianz travel website and App provides business travellers with an invaluable source of pre-travel advice and destination information. Access can be from anywhere in the world via a secure log-on, and includes the following tools:

- Country Profiles
- Travel Alerts
- Pre-trip Advice and safety information
- Travel Tips
- Customizable Country Watch List
- Risk Map

The Website and App provide current travel information, advice and real-time alerts on breaking news globally.

The Allianz Travel Oracle Website address is <https://traveloracle.healix.com/Allianz> register using Master policy Number ALZ193112.

The mobile app is available on iOS and Android platforms and includes all the benefits of the Travel Oracle website, as well as an emergency mayday feature.

This feature provides the traveler with an email alert function to your emergency contact and a lifeline to medical and security assistance 24 hours a day.

Search the App Store or Play Store for '**Travel Oracle**'

Install and then register using the policy number from your Allianz Schedule. After registration you will receive the bespoke Allianz version of the App.

Definitions

Accidental Bodily Injury

Bodily injury and **Associated Illness** directly and solely caused by:

- a. a sudden unexpected identifiable physical injury or
- b. unavoidable exposure to the elements

which

- i. does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or
- ii. is not intentionally self-inflicted or
- iii. does not result from sickness, disease or psychological condition other than in respect of **Benefit 4** of the **Continental Scale**.

Additional Insured Persons

The **Insured Person(s)** who are included within **Personal Accident Extensions** numbered 1 to 4

Associated Illness

Sickness, disease or Post Traumatic Stress Disorder that results directly from the **Insured Person** sustaining **Accidental Bodily Injury** that would not otherwise have arisen and had not previously arisen.

Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

Business Equipment

Articles which are the property of **the Insured** for which the **Insured Person** is responsible or acquired during an **Insured Trip** to enable an **Insured Person** to perform their duties on behalf of **the Insured**.

Business Trip

Any journey undertaken by an **Insured Person** on behalf of **the Insured** in connection with the **Business of the Insured** that forms part of the **Declared Travel Pattern**.

Cancellation, Curtailment and Change of Itinerary Accumulation Limit

The Insurer's maximum liability in the aggregate during the **Period of Insurance** under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer to the Insured** in respect of any one **Loss** under **Item 2 - Cancellation, Curtailment and Change of Itinerary** and **Item 7 - Political Evacuation** as shown in the **Schedule**.

Cheque

For which the **Insured Person** is the authorised signatory.

Clause

Any addition, variation or alteration to the terms of this **Policy** as detailed on the **Schedule**.

Computer System

Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Country of Residence

The country in which the **Insured Person** permanently resides or is the country from which the **Insured Person** is expected to reside for more than six (6) months.

Cyber Event

An unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group(s) of persons.

Death

Death caused by **Accidental Bodily Injury**.

Declared Travel Pattern

The number of journeys, details of destinations and average duration of each journey as provided by **the Insured to the Insurer** before the inception of cover or the renewal of cover.

Denial of Service

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of Service** includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Dental Injury

Damage to or loss of teeth gingival tissues alveoli or dental prostheses including implants bridges or crowns (whilst in situ within the mouth of the **Insured Person**) which is caused solely by a force external to the mouth of the **Insured Person**.

Dependant Adult

Any person other than a **Dependant Child** who is dependent on the **Insured Person** and where either the **Insured Person** or the dependant adult is in receipt of a carer's or attendance allowance from the government of the **United Kingdom**.

Dependant Child

The unmarried children, stepchildren, foster children and legally adopted children who are either under eighteen (18) years of age or under twenty three (23) years of age if studying in full time education at the time of **Death** of the **Insured Person** and for whom the **Insured Person** was the parent or legal guardian.

Directors

The registered company directors of **the Insured**, and any other persons agreed with **the Insurer** in writing to be treated as directors under this **Policy**.

Employee

Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for **the Insured** in connection with the **Business of the Insured**.

Europe

The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

Financial Card

Debit or credit or charge cards for which the **Insured Person** is the authorised cardholder.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

Hospital

Any National Health Service Trust or registered private hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

Hospitalisation/Hospitalised

Any continuous period of twenty four (24) hours or more during which time the **Insured Person** has been confined to **Hospital** by a **Qualified Medical Practitioner**.

Insured Person

Any person described on the **Schedule** who is under the age of eighty (80) at the start of the **Period of Insurance** and is resident in the **United Kingdom** unless specifically stated otherwise on the **Schedule**.

Insured Trip

- a. Any **Business Trip** under 6 months and any holiday which is purely ancillary to the **Business Trip** undertaken by an **Insured Person** and their accompanying **Spouse** and immediate family when approved by the **Insured** that forms part of the **Declared Travel Pattern**

or
- b. Any other journey under 6 months duration undertaken by an **Insured Person** or guest or Contractor of **the Insured** and their accompanying **Spouse** and immediate family when approved by **the Insured** that forms part of the **Declared Travel Pattern**

or
- c. Any journey under thirty (30) calendar days duration undertaken by **Directors of the Insured** and their accompanying **Spouse**, immediate family and domestic staff

or
- d. Any journey undertaken by business colleague friend or family of an **Insured Person** travelling on compassionate grounds with the agreement and at the expense of **the Insurer**.

Keys

Key(s) to the doors to the residence safes alarms or usual place of employment of the **Insured Person** or vehicles owned by or hired by or leased to **the Insured** or the **Insured Person**.

Kidnapped/Taken Hostage

The unlawful taking and holding captive of an **Insured Person**.

Loss/Losses

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Loss of Hearing

Total and permanent hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a **Qualified Medical Practitioner**. The maximum amount payable for Loss of Hearing in one ear is 25% of the **Sum Insured** for **Benefit 2** or £5,000 whichever the greater.

Loss of Limb

In respect of

- a. an arm - physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)

or
- b. a leg - physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

- a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the **United Kingdom** government on the authority of a **Qualified Medical Practitioner**

or
- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

Total and permanent loss of the ability to speak or communicate verbally

Money

Any Coins or Banknotes bankers draft bill of exchange postal or money order signed travellers cheque and other **Cheque** letter of credit luncheon voucher money order phone card travel ticket Financial Card gift token and prepaid coupon which are taken on or acquired during an **Insured Trip** by the **Insured Person** and are intended for personal expenditure or business expenditure that is reclaimable from **the Insured**.

Operative Time

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** shown in the **Schedule**.

Period of Insurance

Applying to Personal Accident and Business Travel Sections

The period of insurance shown in the **Schedule** being the period during which this **Policy** remains valid subject to the **Operative Time**.

The Period of Insurance will end on the earliest date of the following for **the Insured**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.

The Period of Insurance will end on the earliest date of the following for an **Insured Person**

- a. 11.59pm on the day immediately prior to the renewal date shown in the **Schedule**.
- b. when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 3** or **4**.
- c. the date the policy is cancelled.
- d. on the date an **Insured Person** notifies **the Insured** that they no longer wish to be included in this **Policy**.
- e. if the **Insured Person** is an **Employee** of **the Insured** on the date on which the **Insured Person** cease their employment with **the Insured**.
- f. at the end of the contract period for a person who is employed by **the Insured** on a contract of fixed duration unless otherwise agreed by **the Insured**.

whichever the sooner other than

if the **Insured Person** is on an **Insured Trip** that continues beyond the expiry of the **Period of Insurance** for up to ninety(90) consecutive days from the end of the **Period of Insurance** or until the completion of the **Insured Trip** whichever is the sooner.

if the **Insured Person** is subject to a claim for **Hijack and Kidnap** then the **Period of Insurance** is extended for up to fifty two (52) weeks or until the **Insured Person** returns to their usual residence whichever is the sooner.

Permanent Partial Disablement

Loss of Sight, Loss of Hearing, Loss of Speech or Loss of Limb

Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**

which having lasted without interruption for at least twelve (12) months, has no reasonable prospect of improving, and in the opinion of an independent referee who is a **Qualified Medical Practitioner** and acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to:

- i. their Usual Occupation if employed by **the Insured**
- ii. business profession or occupation of each and every kind if the **Insured Person** is not employed by **the Insured**
- iii. business profession occupation or schooling of each and every kind if the **Insured Person** is under eighteen (18) years of age or under twenty three (23) years of age and in full time education

for the remainder of their life

Personal Property

Clothing and other personal articles the property of the **Insured Person**.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine ophthalmology or dentistry under the laws of the country in which they practice and who is not

- i. the **Insured Person** or
- ii. the **Spouse** of the **Insured Person** or
- iii. a member of the immediate family of the **Insured Person** or
- iv. an **Employee of the Insured**.

Rental Vehicle

Any car van or minibus rented by an **Insured Person** under a Rental Agreement from a licensed Rental Vehicle company.

Replacement Value

The full value to replace **Personal Property** or **Business Equipment** without deduction for wear and tear or depreciation.

Sickness

Any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury**

Spouse

The spouse, partner or civil partner of the **Insured Person** with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse, partner or civil partner.

Strike or Industrial Action

Any form of industrial action, whether or not organised by a trade union which is carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Travel Documents

Passport visa travel tickets passes driving licence or any other essential travel documentation belonging to the **Insured Person** that are necessary for them to complete the purpose of the **Insured Trip**.

War

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

Operative Times

Show the time and circumstances that cover applies to the Insured Person as selected by the Insured and shown in the Schedule

- **Business Travel outside or within the United Kingdom**
While on an **Insured Trip** or Corporate Event at the expense of **the Insured**

- a. outside the **United Kingdom** or **Country of Residence**: or
- b. in the **United Kingdom** or **Country of Residence** involving
 - i. an overnight stay away from the **Insured Person's** residence or
 - ii. a flight in an aircraft or
 - iii. involves either a journey by road rail or sea

excluding commuting between the **Insured Person's** residence or work place

Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

- **Business Travel outside the United Kingdom**
While on an **Insured Trip** outside the **United Kingdom** or **Country of Residence**.
Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

Business Travel Section

Item 1 - Medical and Emergency Travel Expenses

24-hour Emergency Medical Assistance

You must contact us immediately about any serious illness or accident where you have to go in to hospital, return home early or extend your stay.

We are open 24 hours a day, 365 days a year.

Phone: +44 (0)1483 265696

For minor illnesses or accidents needing simple outpatient treatment where the medical expenses are under £500, if possible, please pay the bills, keep the receipts and make a claim when you return home.

Our experienced multi-lingual medical assistance team will take full details of the emergency and can help in the following ways:

- Contacting hospitals and the doctors who are treating you.
- Monitoring your treatment with our medical advisers.
- Contacting your medical practitioner to confirm your medical history, where necessary.
- Making sure hospital and medical bills are guaranteed, where you have a valid claim.
- Making sure relatives or travelling companions are kept up to date.
- Arranging travel and accommodation for someone to stay with you (where medically necessary).
- Deciding and arranging the most suitable, practical and reasonable way to bring your way home. This will normally be by regular airline or road ambulance but, where medically necessary, an air ambulance or air taxi with trained medical escorts will be organized. We can also arrange for you to be admitted in to a hospital in your home country.

Note: This is not a private medical insurance policy and only gives cover for emergency medical treatment if you have an accident or suffer an unexpected illness.

For Non-Emergency Medical related claims please refer to **Notifying a Claim**: Allianz Claims Handling Office Telephone Numbers within the Introduction of this **Section**.

Cover

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or becomes ill outside the **United Kingdom** or their **Country of Residence** the **Insurer** will reimburse the **Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) for additional costs necessarily incurred by the **Insured** following the death, injury or illness of an **Insured Person** for:

a. **Medical Expenses outside the United Kingdom**

All costs necessarily incurred outside the **United Kingdom** or outside of the **Country of Residence** of the **Insured Person** within two years as a result of the injury or illness of an **Insured Person** for reasonable costs for:

- i. medical, hospital, surgical, remedial or diagnostic treatment
- ii. attention given or prescribed by a registered medical practitioner or nursing home
- iii. ambulance fees
- iv. dental and optical treatment provided that such treatment is necessarily incurred by reason of a medical, dental or optical emergency.

b. **Continued Medical Expenses inside the United Kingdom**

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an **Insured Person** in the **United Kingdom** within six (6) months from the date of return from an **Insured Trip** during which a claim under this Section of the **Policy** for the same continuing injury or illness has been accepted by the **Insurer** up to but not exceeding £50,000 any one **Loss** provided that the **Insurer's** written approval is obtained before any expenses are incurred.

c. **Emergency Travel Expenses**

Additional costs necessarily incurred following the death, injury or illness of an **Insured Person** for the:

i. **Repatriation Costs**

The cost of repatriation of an **Insured Person** to the **United Kingdom** or **Country of Residence** when in the opinion of the **Qualified Medical Practitioner** in attendance and the **Insurer's** medical advisers, the **Insured Person** is fit to travel.

ii. **Attendants Travel Expenses**

Travel and accommodation expenses of up to three relatives or friends of an **Insured Person**, or a **Qualified Medical Practitioner**, who on medical advice is required to travel or remain with the **Insured Person** for the remainder of the **Insured Trip** to escort the **Insured Person** to his or her residence and/or work place as appropriate.

iii. **Body Transportation Costs**

Transportation costs for the carriage of the body or ashes and the personal effects of the **Insured Person** back to their **Country of Residence** or at the **Insurer's** discretion, to any other country as requested by the **Insured Person's** immediate family or Legal Representatives (but not the cost of burial or cremation).

iv. **Immediate Family's Travel Expenses**

Travel expenses in respect of any member of the **Insured Person's** immediate family who is travelling with the **Insured Person** in returning to the **United Kingdom** or their **Country of Residence** in the event of the **Insured Person** being medically repatriated.

The most the **Insurer** will pay for any one Loss is

- i. expenses for up to two years from the date of injury or commencement of illness
- ii. the **Sum Insured** shown in the **Schedule**
- iii. £500 unless the **Insured** or the **Insured Person** has contacted and received agreement from the Emergency Medical Assistance service other than where immediate action is required to avert serious health or life threatening consequences.

Failure to seek such prior advice and assistance may result in the **Insurer** declining to pay for any costs incurred.

Extensions

Childcare Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or contracts an illness resulting in **Hospitalisation** outside their **Country of Residence** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a registered childcare provider if on advice of a **Qualified Medical Practitioner** their **Spouse** is required to travel to or remain with the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

Dental Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Dental Injury** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £2,500 for reasonable expenses necessarily incurred on the advice of a **Qualified Medical Practitioner**.

Domestic Animal Costs

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or contracts an illness resulting in **Hospitalisation** outside their **Country of Residence**, the **Insurer** will pay up to £500 for the additional costs necessarily incurred by the **Insured Person** for additional domestic kennel or cattery fees for pets owned by or entrusted to the **Insured Person**.

Funeral Expenses and Urgent Estate Expenses

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or contracts an illness resulting in Death during an **Insured Trip** the **Insurer** will in addition pay

- a. the reasonable costs incurred with **the Insurer's** prior written consent for the funeral expenses of that **Insured Person**.

The maximum amount payable for such costs for any one **Insured Person** is £10,000.

- b. reasonable expenses necessarily incurred as a direct consequence of the Death of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

The maximum amount payable for such expenses for any one **Insured Person** is £2,000.

Hospitalisation Benefits

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** or contracts an illness that results in **Hospitalisation** outside the **Insured Person's Country of Residence** on the recommendation of a **Qualified Medical Practitioner** the **Insurer** will pay **the Insured** the following amounts:

a. In-Patient Benefit

£75 for each full twenty four (24) hour period which the **Insured Person** spends in **Hospital** as an in-patient.

b. Coma Benefit

if the **Insured Person** is in a Coma an additional sum of £75 for each full day of the Coma.

The maximum total amount payable for **In-Patient Benefit** and **Coma Benefit** is £54,600 in respect of any one **Insured Person**.

c. Convalescence Benefit

£75 for each full twenty four (24) hour period of convalescence during which the **Insured Person** is confined to his or her home or a registered nursing home on the recommendation of a doctor upon discharge following a period of **Hospitalisation**.

The maximum total amount payable is £2,000 in respect of any one **Insured Person**.

Search and Rescue Costs

If within the **Operative Time** an **Insured Person** is reported as missing and a search or rescue is instigated by an approved rescue or police authority where

- a. it is known or believed that the **Insured Person** has sustained **Accidental Bodily Injury** or has contracted illness
- b. the **Insured Person** is believed to be at risk from suffering **Accidental Bodily Injury** or contracting illness due to weather and/or safety conditions

the **Insurer** will pay up to a maximum of £50,000 for the necessary and reasonable costs incurred.

Trauma Counselling

If within the **Operative Time** an **Insured Person**

- a. is a victim of an unprovoked malicious assault by another person that has been reported to the police or
- b. directly witnesses an act of **Terrorism** and are interviewed by the police as a witness or
- c. directly witnesses the **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** of
 - i. their parent or
 - ii. **Spouse** or
 - iii. Child or
 - iv. **Dependant Child** or
 - v. **Dependant Adult** or
- d. sustains **Accidental Bodily Injury** which resulting in **Permanent Partial Disablement** or **Permanent Total Disablement**
- e. is the subject of a claim under the **Hijack and Kidnap** or **Political Evacuation Sections** of this **Policy**

and is diagnosed by a **Qualified Medical Practitioner** as suffering from Post Traumatic Stress Disorder the **Insurer** shall indemnify the **Insured** for the benefit of the **Insured Person** fees charged by a trauma counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of counselling for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** is £2,500.

Business Travel Section

Item 2 - Cancellation, Curtailment and Change of Itinerary

Cover

If during the **Period of Insurance the Insured** or the **Insured Person** is forced to

- a. Cancel an **Insured Trip**
- b. Curtail an **Insured Trip**
- c. Replace an **Insured Person** on an **Business Trip**
- d. Rearrange to resume an **Insured Trip**
- e. Change the itinerary of a pre booked **Insured Trip**

as a direct and necessary result of any cause outside the control of **the Insured** or the **Insured Persons** control **the Insurer** will indemnify **the Insured** for

- i. deposits and advance payments (on a proportionate basis in respect of Curtailment)
- ii. charges for transport
- iii. charges for accommodation and sustenance
- iv. any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable up to the **Sum Insured** and the **Cancellation, Curtailment and Change of Itinerary Accumulation Limit** shown in the **Schedule**.

Extensions

Delayed Departure

If within the **Operative Time** an **Insured Person** is delayed beyond the published departure time of the:

- a. Aircraft
- b. Sea vessel
- c. Train

in which they are booked to travel during the **Period of Insurance** and **Operative Time** the **Insurer** will pay **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise)

- £50 after the first four (4) hours delay
- £50 for each subsequent full hour of delay

provided that the:

- i. **Insured Person** checks in at the airport or port or other departure point designated by the relevant travel provider not later than the latest check in time indicated by the travel provider
- ii. **The Insured** or **Insured Person** obtains written confirmation from the travel provider of the extent of and reason for any delay.

The maximum amount payable is £750 in respect of any one **Insured Person**.

Piste closure

If within the **Operative Time** an **Insured Person** is unable to ski or snow board at their pre-booked resort, because the ski-lifts and ski-schools that you are due to use are closed as a result of adverse weather conditions **the Insurer** will pay up to £50 per day for the cost of extra transport or lift passes to let you ski or snow board at another resort.

The maximum amount payable for any one **Insured Person** is £200.

Business Travel Section

Item 3 - Personal Property

Cover

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Personal Property** during an **Insured Trip** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** the **Replacement Value** up to the **Sum Insured** per **Insured Person** shown in the **Schedule**.

Extensions

Automatic Reinstatement of Sums Insured

If within the **Operative Time** an **Insured Person** sustains theft loss of or damage to their **Personal Property** or **Business Equipment** or **Travel Documents** or **Keys** during an **Insured Trip** the **Insurer** shall not reduce the amount of any such loss from the **Sum Insured** per **Insured Trip** shown in the **Schedule** for any subsequent loss that an **Insured Person** sustains during the same **Insured Trip**.

Business Equipment

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Business Equipment** during an **Insured Trip** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** the **Replacement Value** up to £3,000 per **Insured Trip**.

Delayed Personal Property

If within the **Operative Time** the **Personal Property** of an **Insured Person** is delayed during an **Insured Trip** the **Insurer** shall indemnify **the Insured** up to £2,000 for the benefit of the **Insured Person** for any reasonable expenses incurred by the **Insured Person** in purchasing essential replacement clothing toilet requisites and/or similar items.

Loss of Keys

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to their **Keys** during an **Insured Trip** the **Insurer** shall indemnify **the Insured** up to £1,000 for the benefit of the **Insured Person** for the replacement and fitting costs of lock mechanisms and the reprogramming of remote control car keys.

Loss of Travel Documents

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Travel Documents** during an **Insured Trip** or during a period of seven days immediately preceding the commencement of an **Insured Trip** or immediately following its completion the **Insurer** shall indemnify **the Insured** up to £2,000 for the benefit of the **Insured Person** for any reasonable additional costs for travel accommodation and other associated costs necessarily incurred to enable the **Insured Person** to obtain essential replacement **Travel Documents**.

Ski Equipment

If within the **Operative Time** the **Insured Person's** skis, ski poles, ski bindings, ski boots, snowboard, snowboard bindings and snowboard boots are:

- a. lost or broken as the result of an accident;
- b. lost or misplaced by an airline or other carrier on the outward journey and are delayed for at least twelve(12) hours after the arrival of the **Insured Person** at their destination;

during an **Insured Trip** to undertake Winter Sports the **Insurer** will pay the **Insured Person** up to £50 for each twenty four (24) hour period it is necessary for the **Insured Person** to hire replacement items up to a maximum amount of £200.

Business Travel Section

Item 4 - Money

Cover

If within the **Operative Time** an **Insured Person** sustains theft or loss of or damage to **Money** during an **Insured Trip** or during a period of one hundred and twenty hours (120) either immediately preceding the commencement of an **Insured Trip** or immediately following its completion **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to the **Sum Insured** per **Insured Trip** shown in the **Schedule**.

Extensions

Automatic Reinstatement of Sums Insured

If within the **Operative Time** an **Insured Person** sustains theft loss of or damage to **Money** during an **Insured Trip** **the Insurer** shall not reduce the amount of any such loss from the **Sum Insured** per **Insured Trip** shown in the **Schedule** for any subsequent loss that an **Insured Person** sustains during the same **Insured Trip**.

Financial Card and Cheque Misuse

If within the **Operative Time** an **Insured Person** sustains theft or loss of a **Financial Card** or **Cheque** during an **Insured Trip** **the Insurer** shall indemnify **the Insured** or **the Insured** for the benefit of the **Insured Person** for any financial loss incurred directly as a result of the **Financial Card** or **Cheque** being fraudulently used up to the **Money Sum Insured** per **Insured Trip** shown in the **Schedule**.

Business Travel Section

Item 5 - Personal Liability

Cover

If within the **Operative Time** an **Insured Person** on an **Insured Trip** becomes legally liable to pay the amount of any damages or other costs or expenses which result from the **Insured Person** causing death or bodily injury to third parties, or accidental loss of or damage to their property during the **Period of Insurance** and **Operative Time** up to the limit of indemnity shown in the **Schedule** in respect of any one **Loss**

provided that:

- i. **the Insured** or the **Insured Person** must give immediate notice to **the Insurer** of any occurrence which may result in a claim under this Section of this **Policy** even if no notice of impending prosecution, inquest or inquiry has been issued to **the Insured** or **Insured Person**. **The Insured** or **Insured Person** must notify **the Insurer** immediately in writing if any notice of prosecution, inquest or inquiry is received by **the Insured** or **Insured Person**.
- ii. **the Insured** or **Insured Person** must provide **the Insurer** with all information or documentation that **the Insurer** requests in connection with any occurrence which may result in a claim under this Section of the **Policy**.
- iii. **the Insured** or **Insured Person** must forward to **the Insurer** every letter, writ or summons received by the **Insured Person** or **the Insured** in connection with any occurrence that is or may be the subject of a claim under this Section of this **Policy** immediately it is received.
- iv. **the Insured** or **Insured Person** must not make any admission of liability, offer or promise or payment without **the Insurer's** specific written consent.
- v. **the Insurer** is able at its discretion to take over the **Insured Person's** rights and conduct the defence or settlement of any claim in the name of the **Insured Person** and **the Insurer** is able to prosecute any other persons at its own expense and for its own benefit and the **Insured Person** gives **the Insurer** all information and assistance as **the Insurer** may require.
- vi. **the Insurer** may at any time and at its sole discretion pay to the **Insured Person** an amount equal to the Limit of Indemnity shown in the **Schedule** or any lower amount for which any claim or claims can be settled and in that event **the Insurer** will not be under any further liability.

Extensions

Court Attendance

If, during the **Period of Insurance**, an **Insured Person** is required to attend Court in connection with a claim under this **Section** of the **Policy**, **The Insurer** will pay compensation to **The Insured** of £500 for each day of attendance up to a maximum of £20,000.

Rental Vehicle Excess

If within the **Operative Time** an **Insured Person** sustains loss of or theft of or damage to a **Rental Vehicle** during an **Insured Trip** **the Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** in respect of the monetary amount that the **Insured Person** is legally liable to pay as an excess or deductible to that part of a **Rental Vehicle** insurance policy or any other insurance policy applicable to the **Insured Person** for which cover in respect of loss of or theft of or damage to a **Rental Vehicle** is in force up to £25,000 per **Insured Trip**.

Business Travel Section

Item 6 - Hijack and Kidnap

24-hour Emergency Assistance

We are open 24 hours a day, 365 days a year.

Phone: +44 (0)1483 265696

Cover

If within the **Operative Time** an **Insured Person** is the victim of **Hijack, Kidnap** or is **Taken Hostage** the **Insurer** will pay

- a) **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) £500 for each complete twenty four (24) hour period that the **Insured Person** is held.
- b) for expenses necessarily incurred for the engagement of **the Insurers** security consultants

The maximum amount payable is the **Sum Insured** shown in the **Schedule** in respect of any one **Insured Person** subject to a maximum of £250,000 for all **Losses** in any one **Period of Insurance**.

Extension

If the **Insured Person** is subject to a claim under the **Hijack and Kidnap Section** the **Period of Insurance** in respect of that **Insured Person** is automatically extended for up to fifty two (52) weeks or until they return to their usual residence.

Business Travel Section

Item 7 - Political Evacuation

24-hour Emergency Assistance

We are open 24 hours a day, 365 days a year.

Phone: +44 (0)1483 265696

Cover

If within the **Operative Time** an **Insured Person** is forced to leave the local country or area within the local country during an **Insured Trip** outside their **Country of Residence** as a direct and necessary result of the recommendation of

- a. **the Insurer** and **the Insured** agreeing that the **Insured Person** is exposed to a life threatening situation or
- b. **United Kingdom** Government via the Foreign, Commonwealth & Development Office (FCO) or
- c. the government of the **Insured Persons Country of Residence** or
- d. any legally empowered regulatory governmental or local authority in the country or region in which the **Insured Person** is travelling

the Insurer will reimburse **the Insured** on behalf of the **Insured Person** for all necessary and legitimate expenses incurred for travel accommodation and emergency costs up to the **Sum Insured** shown in the **Schedule** in respect of any one **Insured Person** subject to the **Cancellation, Curtailment and Change of Itinerary Accumulation Limit**.

Business Travel Section

Item 8 - Legal Expenses

Definitions that only apply to Item 8 Legal Expenses

Allianz Legal Protection

Allianz Legal Protection, trading name of **the Insurer**.

Their trading address is: 2530 The Quadrant Aztec West Almondsbury Bristol BS32 4AW United Kingdom

Limit of Indemnity

The most **Allianz Legal Protection** will pay for all **Legal Costs** for all claims arising from one **Insured Event** is £50,000.

Territorial Limits

The **United Kingdom** and **Europe** including Madeira, the Canary Islands and countries bordering the Mediterranean other than Jordan, Libya, Syria, Israel, Egypt and Lebanon.

Insured Event

A sudden and specific event that causes death or bodily injury to an **Insured Person**.

Legal Representative

The solicitor or other person appointed with **Allianz Legal Protection's** agreement under this **Policy** to represent the **Insured Person**.

At any time before **Allianz Legal Protection** agree that legal proceedings need to be issued, **Allianz Legal Protection** will choose the **Legal Representative**. The **Legal Representative** that **Allianz Legal Protection** choose will be one of **Allianz Legal Protection's** approved specialist solicitors.

The **Insured Person** can only choose the **Legal Representative** if **Allianz Legal Protection** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**.

The **Insured Person** must send his or her name to **Allianz Legal Protection**. If **Allianz Legal Protection** agree to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as **Allianz Legal Protection** would have appointed one of **Allianz Legal Protection's** approved specialist solicitors. **Allianz Legal Protection** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **Allianz Legal Protection** do not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of this Section.

When choosing the **Legal Representative**, the **Insured Person** must remember the **Insured Person's** duty to keep the **Legal Costs** of any legal proceedings as low as possible.

Legal Costs

1. The professional fees and expenses reasonably and properly charged by the **Legal Representative**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which cannot be recovered from the **Insured Person's** opponent.
2. The **Insured Person's** opponents **Legal Costs** which the **Insured Person** is ordered to pay by a court or tribunal.

Allianz Legal Protection will only pay **Legal Costs** which **Allianz Legal Protection** consider are necessary and in proportion to the value of the **Insured Person's** claim.

Allianz Legal Protection will only start to cover **Legal Costs** from the time **Allianz Legal Protection** has accepted the claim and appointed the **Legal Representative**.

Journey

Any period during which an **Insured Person** is away from his or her normal place of work, as long as

1. The **Insured Person** is away for at least 24 hours.
2. The **Insured Person** is away in connection with the **Business of the Insured**.
3. It is within the **Period of Insurance** and within the **Territorial Limits**.

Cover

Allianz Legal Protection will pay the **Legal Costs** of the **Insured Person** taking legal action as a result of an **Insured Event**. The **Insured Event** must happen during the course of a **Journey** within the **Territorial Limits** and any legal action must be brought within the **Territorial Limits**.

Making a Claim under Item 8

To make a claim under this Section, the **Insured Person** should telephone **Allianz Legal Protection** on **0370 241 4140** and quote Master Policy Number **34445**.

Allianz Legal Protection will send a claim form to the **Insured Person** who must complete the claim form and send it back to **Allianz Legal Protection** at

The Claims Department, Allianz - ALP, PO Box 10623, Wigston, LE18 9HJ

Allianz Legal Protection will contact the **Insured Person** once **Allianz Legal Protection** has received the claim form. The **Insured Person** must not appoint a solicitor.

If the **Insured Person** has already seen a solicitor before **Allianz Legal Protection** has accepted the **Insured Person's** claim, **Allianz Legal Protection** will not pay any fees or other expenses that the **Insured Person** has incurred. If the **Insured Person's** claim is covered, **Allianz Legal Protection** will appoint the **Legal Representative** that they have agreed to in the **Insured Person's** name and on the **Insured Person's** behalf and will only start to cover the **Legal Costs** from the time **Allianz Legal Protection** has accepted the claim and appointed the **Legal Representative**.

Overseas Legal Advice

If an **Insured Event** happens outside the **United Kingdom**, within the **Territorial Limits**, and the **Insured Person** needs legal advice before he or she returns to the **United Kingdom**, he or she can call **Allianz Legal Protection**.

When calling from outside the **United Kingdom**, the **Insured Person** must remember to use the appropriate international dialling code, depending on which country he or she is calling from.

Exclusions that only apply to Item 8 - Legal Expenses

Allianz Legal Protection will not pay for the following:

1. Any amount of money that the **Insured Person** agrees to or has to pay to any **Legal Representative** out of any compensation or damages that the **Insured Person** receives.
2. Any claim relating to an **Insured Person** who does not normally live in the **United Kingdom**.
3. Any claim relating to the **Insured Person** driving a motor vehicle
4. Any claim relating to medical treatment.
5. Any costs incurred before **Allianz Legal Protection** have accepted the **Insured Person's** claim in writing.
6. Any **Legal Costs** **Allianz Legal Protection** has not agreed to in writing.
7. Any fines or penalties.
8. Disputes between the **Insured Person** and:
 - any other person covered by this **Policy**;
 - someone the **Insured Person** lives with or has lived with;
 - **the Insured**; or
 - **Allianz Legal Protection**
9. Any claim which happens because the **Insured Person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
10. An application for a judicial review.
11. Any dispute to do with written or verbal remarks which damage the **Insured Person's** reputation.
12. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
13. Any **Legal Costs** covered by another insurance policy.
14. Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel;or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
15. Claims arising from war, invasion, riot, revolution, Terrorism or a similar event.
16. Any VAT which the **Insured Person** can get back from elsewhere.

Conditions that only apply to Item 8 - Legal Expenses

If the **Insured Person** does not keep to the following conditions, **Allianz Legal Protection** will have the right to cancel this Section of the **Policy**, refuse any claim and withdraw from the current claim.

1. The **Insured Person** must do the following
 - a. Report any claim to **Allianz Legal Protection** and not to any other person or organisation.
 - b. Give **Allianz Legal Protection** written details of the claim along with any other supporting information **Allianz Legal Protection** ask for.
 - c. Make any claim within six months of the date of the **Insured Event**.
 - d. Not appoint a **Legal Representative**.
 - e. Follow the **Legal Representative's** advice and provide any information he or she asks for.
 - f. Take every step to get **Legal Costs** back and pay them to **Allianz Legal Protection**.
 - g. Get **Allianz Legal Protection's** written permission before making an appeal.
 - h. Make sure that the **Legal Representative** keeps to all parts of Condition 2 below.
2. The **Legal Representative** must do the following
 - a. Get **Allianz Legal Protection's** written permission before instructing a barrister or expert witness.
 - b. Tell **Allianz Legal Protection** if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution.
 - c. Tell **Allianz Legal Protection** straight away if the **Insured Person** or other party makes a payment into a court or any offer to settle the matter.
 - d. Report the result of the claim to **Allianz Legal Protection** when it is finished.
3. **Allianz Legal Protection** will have the right to do the following
 - a. Take over and conduct, in the **Insured Person's** name, any claim or proceedings.
 - b. Settle a claim by paying the amount in dispute.
 - c. Appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf.
 - d. Have any legal bill audited or assessed.
 - e. Contact the **Legal Representative** at any time, and have access to all statements, opinions and reports relating to the claim.
 - f. End the **Insured Person's** cover if, during the course of the claim, **Allianz Legal Protection** think there is no longer a reasonable chance of success. If the **Insured Person** continues the claim and gets a better settlement than **Allianz Legal Protection** expected, **Allianz Legal Protection** will pay his or her reasonable **Legal Costs**.
 - g. Settle the **Legal Costs** covered by this Section at the end of the claim.
 - h. End the **Insured Person's** cover and to recover any costs from the **Insured Person** which **Allianz Legal Protection** has already paid if the **Insured Person** withdraws their instructions to the **Legal Representative** without **Allianz Legal Protection's** agreement.

4. At any time before **Allianz Legal Protection** agree that legal proceedings need to be issued, **Allianz Legal Protection** will choose the **Legal Representative**. The **Legal Representative** that **Allianz Legal Protection** choose will be one of **Allianz Legal Protection's** approved specialist solicitors. The **Insured Person** can only choose the **Legal Representative** if **Allianz Legal Protection** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**. The **Insured Person** must send his or her name to **Allianz Legal Protection**.

If **Allianz Legal Protection** agree to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as **Allianz Legal Protection** would have appointed one of **Allianz Legal Protection's** approved specialist solicitors. **Allianz Legal Protection** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **Allianz Legal Protection** do not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of this section.

When choosing the **Legal Representative**, the **Insured Person** must remember the **Insured Person's** duty to keep the **Legal Costs** of any legal proceedings as low as possible.

5. Every notice which needs to be given under this Section must be given in writing. If the **Insured Person** gives **Allianz Legal Protection** notice, he or she must send it to **Allianz Legal Protection** at

Allianz - ALP
PO Box 10623
Wigston
LE18 9HJ

If **Allianz Legal Protection** gives the **Insured Person** notice, **Allianz Legal Protection** must send it to his or her last known address.

6. If there is a dispute between the **Insured Person** and **Allianz Legal Protection**, the matter may be referred to an arbitrator, who the **Insured Person** and **Allianz Legal Protection** agree to. If **Allianz Legal Protection** and the **Insured Person** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the **Insured Person** or **Allianz Legal Protection**, the arbitrator will decide how the **Insured Person** and **Allianz Legal Protection** will share the costs.

7. **Allianz Legal Protection** does not have to keep to any agreement between the **Insured Person** and the **Legal Representative** or the **Insured Person** and any other person or organisation.
8. **Allianz Legal Protection** or the **Insured** may cancel this Section of the **Policy** by giving 30 days notice. If the **Insured** cancels this Section of the **Policy** during this time, the **Insured** will not be entitled to a refund of the money the **Insured** has paid. If **Allianz Legal Protection** cancel this Section of the **Policy** during this time, **Allianz Legal Protection** will refund any amount the **Insured** has paid for the rest of the **Period of Insurance**, as long as any **Insured Person** has not made a claim.

The **Insured Person** cannot make a claim for an event which occurred after the date this Section of the **Policy** was cancelled, but cancelling this Section of the **Policy** will not affect an **Insured Person's** right to claim for an event which occurred before the date this Section of the **Policy** was cancelled.

Every notice to cancel this Section of the **Policy** must be given in writing by recorded delivery. If the **Insured** gives **Allianz Legal Protection** notice to cancel the **Policy**, the **Insured** must send it to **Allianz Legal Protection's** address. If **Allianz Legal Protection** give the **Insured** notice, **Allianz Legal Protection** will send it to the **Insured's** last known address. The **Insured** will notify all **Insured Person's** of such cancellation.

Business Travel Section

Conditions

In addition to the General Conditions this Part of the Policy provides details of Conditions that apply to all items in the Business travel section. There are also additional Conditions applicable to Item 8 Legal Expenses.

1. **Claims conditions**

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **the Insured** or **Insured Person** must give notice to **the Insurer** within ninety (90) calendar days of any loss damage or occurrence which may result in a claim under this **Policy**
- b. **the Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insured**
- c. **the Insured** or **Insured Person** must at **the Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where **the Insured** requires **the Insurer** to consider a claim under this **Policy** for which **the Insurer** will pay the cost of the medical examination fee
- d. **the Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a **Qualified Medical Practitioner**
- e. **The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed
- f. in the event of the **Death** of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at its expense
- g. for **the Insured** to claim for **Weekly Benefits** under this **Policy** the **Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

2. **Misrepresentation of facts relevant to an Insured Person**

If any claim is made under the **Policy**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under Policy Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under Policy Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

3. **The Insurer's right to cancel this policy**

Other than where **Policy** Condition 5 Fraud applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) calendar days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments, in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) calendar days' notice in writing to **the Insured** sent to their last known address.

The Insured Persons and **the Insured** may not cancel this **Policy**.

4. **Cancellation - War Risks**

The Insurer may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by sending fourteen (14) days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Business Trip** or **Insured Trip** outside of the **United Kingdom** or the **Insured Person's Country of Residence** which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Persons** of such cancellation

5. **Fraudulent Claims**

If any fraud to which Policy Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), Policy Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

6. **Payment of Premium**

The Insured must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

If **the Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

7. **Change in Risk**

It is a condition precedent to the liability of **the Insurer** that **the Insured** must give immediate notice to **the Insurer** of any change to the occupation of any **Insured Person** from that which **the Insured** originally advised to the Insurer.

8. **Benefit Limits**

- a. If the **Insured Person** is included in more than one **Category, Section** or **Clause** of this **Policy** the **Insurer** will only pay the larger **Benefit** or **Extension** respect of the same **Loss**.
- b. **Dental Expenses** shall be limited to £250 unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.

9. **Accumulation Limits**

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss** shall not exceed the **Cancellation, Curtailment and Change of Itinerary Limit** as applicable.

Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

Business Travel Section Exclusions

This Section does not cover:

Liability to pay any claim or provide any cover under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit hereunder would expose **the Insurer** or members of the Allianz Group to:

- A. any sanction, prohibition or restriction under United Nations resolutions; or
- B. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
- C. any other applicable economic or trade sanctions law or regulations.

Sanctions programs are subject to change and prohibitions or restrictions could take effect post-inception of this **Policy**.

Sanctions seek to prevent particular governments, non-state entities or individuals from purchasing arms, accessing financial support or services, or trading in specified goods or services, and are backed by criminal and civil penalties. Sanctions can include asset freezes, arms and trade embargoes, travel bans and other.

or

1. Any claim for any **Section** of this **Policy** arising out of or consequent upon or contributed to directly or indirectly by:
 - a. any **Insured Person** taking part or whilst engaged in civil commotions or riots of any kind.
 - b. the **Insured Person**
 - i. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
 - ii. serving in the Armed Forces of any Nation or International Authority
 - iii. participating in any sport as a professional
 - c. **War** (whether declared or not):
 - i. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
 - ii. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.

In respect of **Item 8 Legal Expenses** Exclusion 1c is replaced by Exclusion 15 as noted in **Item 8 Legal Expenses**.

- d. ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. Any claim in excess of:
 - a. **Cancellation, Curtailment and Change of Itinerary Accumulation Limit**
 - b. £25 million

whichever shall be the lower.

3. **Any claim under Business Travel Section, Item 1 (Emergency Medical and Other Expenses) of this Policy:**
- a. where an **Insured Person** is travelling:-
 - i. against the advice of a **Qualified Medical Practitioner**
 - ii. for the specific purpose of receiving medical treatment or advice
 - b. in the last month prior to the most recently advised expected date of delivery as a result of the **Insured Person** being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
 - c. for cosmetic treatment unless agreed by **the Insurer** and necessary as a result of **Accidental Bodily Injury**
 - d. for costs of medication known by the **Insured Person** to be required or continued whilst on the **Insured Trip**
 - e. costs of private medical care in the **United Kingdom** or **Country of Residence** unless covered by **Continued Medical Expenses in the United Kingdom**
 - f. any expenses recoverable under Private Medical Insurance, International Private Medical Insurance, other travel insurance or national insurance programs that cover the **Insured Person**.
4. **Any claim under Business Travel Section, Item 2 (Cancellation, Curtailment and Change of Itinerary) of this Policy in respect of:**
- a. the disinclination of the **Insured Person** or companion or family member to travel
 - b. the **Insured Person** or family member or companion who accompanies the **Insured Person**:
 - i. travelling or planning to travel against the advice of a **Qualified Medical Practitioner**
 - ii. being pregnant where the cancellation, curtailment or re-arrangement occurs within one month of the most recently advised expected date of delivery for such person giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
 - c. the cancellation or rescheduling of the intended purpose of the **Insured Trip**
 - d. the redundancy or the termination of employment of the **Insured Person**
 - e. **the Insured** or **Insured Person's** financial circumstances
 - f. the default of any provider (or their agent) of transport or accommodation, acting for **the Insured** or **Insured Person**.
 - g. **Strike or Industrial Action** affecting travel services which is in progress or which had been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**
 - h. delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for **the Insured** or **Insured Person**.
 - i. costs recoverable under **Business Travel Section, Item 7 Political Evacuation**.
 - j. any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**
 - k. any **Insured Trip** booked prior to the start of this **Policy**.

5. **Any claim under Business Travel Section, Item 3 (Personal Property) of this Policy in respect of:**
 - a. loss/damage to, or theft of, deeds, securities or manuscripts
 - b. any property of
 - i. **the Insured** more specifically insured under this **Policy** or
 - ii. **the Insured Person** more specifically insured under another insurance policy.
 - c. **Personal Property** stolen or lost from an unattended vehicle unless such **Personal Property** were in the locked boot or concealed in a covered luggage compartment of a fully locked vehicle
 - d. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority
 - e. any single item or set of skis, ski poles, ski binding, ski boots, snowboard, snowboard bindings and snowboard boots over £500 or any other single item or set of **Personal Property** over £3,000.
 - f. any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**
6. **Any claim under Business Travel Section, Item 4 (Money) of this Policy in respect of:**
 - a. loss of monetary value due to depreciation
 - b. **Money** stolen or lost from an unattended vehicle
 - c. loss of Coins or Banknotes in excess of £3,000
 - d. loss of or theft of a **Financial Card** or **Cheque** not reported to the police or other appropriate authority within forty eight (48) hours of the discovery of the loss or sooner as required by the **Financial Card** or **Cheque** issuer
 - e. any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**
7. **Any claim under Business Travel Section, Item 5 (Personal Liability) of this Policy in respect of:**
 - a. bodily injury caused to any member of the **Insured Person's** immediate family or loss or damage caused to property belonging to or in the custody or control of the **Insured Person** or any member of the **Insured Person's** immediate family or employee or any servant or agent of the **Insured Person**
 - b. bodily injury or loss of or damage to property which arises whilst the **Insured Person** is performing any duty or action in connection with the **Business of the Insured** or any other business occupation or profession of the **Insured Person**
 - c. bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
 - i. land or buildings
 - ii. mechanically propelled or towed vehicle
 - iii. aircraft, hovercraft or watercraft
 - iv. animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or Dangerous Dogs Act (Amendment) 1996) by the **Insured Person**
 - d. Liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
 - e. any loss or damage occurring in any country outside the **United Kingdom** in which the Insured Person owns premises or is resident or domiciled

- f. Liability arising directly or indirectly by or through or in connection with any or malicious or unlawful act or omission
 - g. Liability loss or damage for which indemnity is provided under any other insurance.
 - h. any **Loss** unless the **Insured Person** has complied with all requirements of the **Rental Vehicle Agreement** and of the **Rental Vehicle** insurance policy or any other insurance policy applicable to the **Insured Person** under which the **Insured Person** is claiming in respect of loss of or theft of or damage to the **Rental Vehicle**
 - i. any loss of or damage to a **Rental Vehicle** arising out of wear and tear gradual deterioration mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental
 - j. any loss or damage to a **Rental Vehicle** caused deliberately by the **Insured Person**.
 - k. any **Losses** or claims in any way caused or contributed to by a **Cyber Event** or **Denial of Service**
8. **Any claim under Business Travel Section, Item 6 (Hijack and Kidnap) of this Policy in respect of:**
- a. **Hijack** or being **Kidnapped/Taken Hostage** when the scheduled destination of the flight is or is by way of a country in a state of **War**
 - b. being **Kidnapped/Taken Hostage** where the **Insured Person** is **Kidnapped/Taken Hostage** in a country that is in a state of **War**
 - c. ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an **Insured Person**.
 - d. confinement of an **Insured Person** by a member of their own family
 - e. expenses incurred without prior consent of **the Insurer** or their Assistance provider
9. **Any claim under Business Travel Section, Item 7 - Political Evacuation of this Policy in respect of**
- a. any cost recoverable under **Business Travel Section, Item 2 Cancellation, Curtailment and Change of Itinerary**
 - b. the **Insured Person** not following the regulations laws or advice of the government of the **United Kingdom** or local country or their respective law enforcement or armed forces
 - c. any cost incurred if the **Insured Person** is a resident of the local country
 - d. the **Insured Person** not having the correct visa passport work permits or other documents for necessary for the **Insured Trip**.

Note

Business Travel Section, Item 8 (Legal Expenses) Exclusions are detailed within that Item.