

EMPLOYEE LIABILITY POLICY – Terms and Conditions

For Members of
The Military Mutual



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CUSTOMER INFORMATION STATEMENTS

This Policy is an important document that **You** should read and store carefully. It sets out what is and is not covered under the Policy and explains key contractual obligations that apply to **You** and **Us**.

This Policy has been issued by Builders Direct S.A. (**Builders Direct, We** or **Us**), a company established in Luxembourg, with company number B0175694 and its registered office is 8D, rue Collart, L-8414, Steinfort, Luxembourg. **Builders Direct** is authorised and regulated by the Commissariat aux Assurances in Luxembourg. **We** are authorised by the Freedom of Services Directive 2006/123/EC Articles 47(2) and 55 to conduct general insurance business in the United Kingdom. **We** are authorised and regulated by the Commissariat aux Assurances, and are subject to limited regulation by the UK Financial Conduct Authority.

We have authorised The Military Mutual Limited, an English company with company number 07147130 and its registered address at 7 Maltings Place, 169 Tower Bridge Road, London, SE1 3J (**Mutual**), to place this insurance and to process claims and complaints under this insurance on **Our** behalf. They are an appointed representative of MGA Managers Limited (MGA) which is authorised and regulated by the Financial Conduct Authority (FCA) under FCA Ref: 771791. You can check their registration on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/>. The **Mutual** also has the right to delegate such authority to its own service providers.

This insurance is a legal contract between **Us** and **You**. This Policy is written on and is subject to the same terms and conditions as the **Mutual Cover** provided to **You** by the **Mutual**. Please notify the **Mutual** of any claim against **You**. The **Mutual** will notify **Us** of your claim, when necessary.

This document, the **Business Cover Schedule** and any **Endorsements** supplied to **You** form **Your** Policy. Please read the **Business Cover Schedule** carefully and if it is incorrect return it immediately to the **Mutual** for alteration.

It is essential that:

- **You** check that **Your** details in the **Business Cover Schedule** are correct.
- **You** comply with **Your** duties under this insurance.
- **Your** Policy should be kept in a safe place as **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy/certificates for at least 40 years.

You have a duty at inception and renewal of this Policy and a continuing duty throughout the **cover period** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to the **Mutual**.

In all communications the Policy number specified in the **Business Cover Schedule** should be quoted.

The Policy also explains the steps that need to be taken at renewal or should **You** or **We** cancel the insurance and explains **Your** obligation to notify **Us** or the **Mutual** of changes during the lifetime of the Policy.

Premium

Builders Direct has not charged **You** for this insurance to **You**. It is provided as part of the insurance arrangements between **Builders Direct** and the **Mutual**.

What to do if You have a complaint

How to Complain

If **You** are dissatisfied with any aspect of the handling of the Group Insurance Policy, **We** would ask **You** in the first instance to refer a complaint to the **Mutual** by e-mail: Business@military-mutual.co.uk

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction, **You** may refer a complaint to **Us** by email: Builders@military-mutual.co.uk

How We Will Handle Your Complaint

Step 1: **We** will try to resolve **Your** complaint immediately:

We will look into **Your** complaint and will aim to resolve **Your** concern immediately.

Step 2: Within 5 working days of receiving **Your** complaint:

If **We** are unable to resolve the matter immediately, **We** will send **You** an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting **You** throughout **Your** complaint.

Step 3: Within 8 weeks of receiving **Your** complaint:

We will endeavour to provide **You** with a final response explaining the outcome of **Our** investigation and the next steps, or a letter confirming when they anticipate **We** will have concluded **Our** investigation.

Step 4: Refer **Your** complaint to the Financial Ombudsman Service (FOS):

If after making a complaint **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction, **You** may be able to refer **Your** complaint to the FOS Service. **You** can contact them in one of the following ways:

- By telephone 0300 123 9 123
- By email at complaint.info@financial-ombudsman.org.uk
- In writing at:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, E14 9SR

Not all complainants may refer complaints to the FOS, but, for **Our** part, **We** will treat all complainants equally and fairly.

The FOS may not be able to consider a complaint if **You**:

- have not provided **Us** with the opportunity to resolve it
- are a business with 10 or more employees and a group annual turnover of more than €2 million
- are a charity with an annual turnover of more than £1 million
- are a trustee of a trust that has net asset value of more than £1 million

Following these complaints procedures does not affect **Your** rights to take legal action.

Your Policy and the information disclosed by You

In deciding to accept this Policy and in setting the terms, **We** have relied on the information **You** have given to the **Mutual**. **You** must take care when answering any questions the **Mutual** asks by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided the **Mutual** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline to pay all claims. **The Mutual** may not return the **Contribution** already paid by **You** as in this situation.

If **We** establish that **You** provided the **Mutual** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- (a) where the **Mutual** would have accepted the risk and offered **You** a Policy but would have charged a higher **Contribution**, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the **Contribution** the **Mutual** actually charged as a percentage of the higher **Contribution** the **Mutual** would have charged **You** and then paying **You** the same percentage of any claim.

So, as an example: if the **Contribution** the **Mutual** actually charged was £250 and the higher **Contribution** the **Mutual** would have charged was £1,000, then the **Contribution** the **Mutual** actually charged represents 25% of the higher **Contribution** the **Mutual** would have charged and **We** may only pay 25% of any claim.

- (b) **We** will treat this Policy as if it had never existed and refuse to pay all claims. The **Mutual** may return the **Consideration**. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance when **We** would not otherwise have offered it at all had the risk been fairly presented.
- (c) if **We** would have written the risk on different terms had it been fairly presented, **We** will amend the Policy to include these terms. **We** will apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** Policy in accordance with its cancellation provisions.

The **Mutual** will write to **You** on our behalf if **We**:

- (i) intend to treat **Your** Policy as if it never existed; or
- (ii) amend the terms of **Your** Policy; or
- (iii) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** or the **Mutual** is inaccurate or incomplete or if the information changes, **You** must inform the **Mutual** without delay.

Observance of Policy Terms and Suspension of Insurance

Every condition stated as a condition that applies to this Policy shall apply and continue to be in force during the whole currency of this Policy.

We will have no obligation under this Policy in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition and insurance will be suspended for the period from the date of the breach until the breach has been remedied unless **You** can prove that the breach of the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Your right to cancel

In the first year of this insurance **You** have the right to cancel this Policy within 14 days of receiving the **Mutual** Policy documentation or from the inception date of the **Mutual** Policy (whichever date is the later). No refund will be payable to **You** under this Policy but, provided that there have been no claims either paid, reported or outstanding, a refund of **Your Contribution** paid may be allowed under the **Mutual** Policy. For the purposes of this cancellation clause, it will be considered that **You** will have received the **Mutual** Policy document upon the day following the date it was posted to **You** by first class post or was supplied to **You** electronically or **You** were supplied with the means by which **You** could access the Policy electronically.

If **You** do cancel this insurance within the initial 14 day period, then no insurance will have been in place from the date of inception, as specified in the **Business Cover Schedule**, and no liability whatsoever shall attach to **Us** in respect of the Policy.

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this Policy will remain in force from the inception date specified in the **Business Cover Schedule**. Following the expiry of the initial 14 day period, this Policy may be cancelled at any time at **Your** written request.

To exercise **Your** right to cancel, contact the **Mutual**.

The law that governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Claims notification

All claims under this Policy are to be notified to the **Mutual** using the following method and quoting the Policy number:

Claims are to be notified to the **Mutual's** appointed claims team using one of the following methods:

Telephone: 0344 371 2367

E-mail: newclaims.TMM@davies-group.com

By notifying the **Mutual** that **You** wish to make a claim under this insurance, **You** consent to the **Mutual** passing all documents and information it holds in respect of the claim to **Us**.

Privacy Notice

The parties identified in **Your** Policy and the **Business Cover Schedule** (including the **Mutual** and its authorised claims handling providers), may hold and process personal data supplied by **You** where it is necessary to underwrite, administer, and fulfil obligations under the Policy including with regard to claims. Each of the parties are data controllers and/or processors with respect to the personal data they hold. **We**, and the parties, will always act in accordance with relevant data protection legislation and the rights of data subjects under such legislation. Where **You** provide **Us** with personal data **You** are confirming to **Us** that **You** are entitled to do so and have lawfully obtained the data.

The parties will ensure that personal data is kept secure, is used only for the purpose for which it was supplied by **You**, and is retained only for as long as necessary.

If any person whose personal data was supplied pursuant to this Policy would like further information please go to <https://www.themilitarymutual.com/privacy-notice/>

We will respond to any such enquiry as promptly and fairly as possible providing contact details for any other party that may hold the personal data enabling the data subject to make further enquiries of those parties.

Compensation arrangements

Builders Direct are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance and advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or +44 207 741 4100 or by visiting <https://www.fscs.org.uk/>.

POLICY DEFINITIONS

Wherever the following words or phrases appear in this Policy, they will be shown in **bold** and have the following meanings unless otherwise shown

building, buildings	<p>The building or buildings at the property shown on Your Business Cover Schedule and their permanent fixtures and fittings including</p> <ul style="list-style-type: none"> • outbuildings • sanitary ware, fitted kitchens, windows and doors, fixed flooring and internal decorations • landlord's fixtures and fittings • permanent fixtures, fittings and improvements you have made if you rent the property • terraces, paths, drives, walls, gates, fences, hedges, lamp posts and railings • permanent swimming pools, hot tubs and their fixed equipment • fountains, patios, statues, fixed gazebos and pergolas, canopies, decking, terraces and brick built barbeques, hard tennis courts and fixed garden seating, fixed outdoor adventure and playground equipment and artificial playing surfaces • external lighting, alarm systems, surveillance systems, radio and television aerials, satellite dishes, their masts and fittings • permanently connected central heating fuel tanks, septic tanks and cesspits, underground drains, sewers, ducting, cables and piping that belong to you or you are responsible for • inspection hatches and covers for services supplying the property that you own or you are responsible for • wind turbines, solar panels and ground source heating pumps
business	<p>The business carried out at the premises including, if applicable, the ownership, repair and maintenance of the property that</p> <ul style="list-style-type: none"> • you know about and have authorised and • is carried out under your control or the control of a director, partner or authorised employee • you have told us about and is shown on Your Business Cover Schedule or we have agreed in writing • is private work by an employee for a director or partner that you have agreed
Business Cover Schedule	The document issued by the Mutual showing Your details, details of the property , the premises , the cover limits , the cover period , the excesses and the cover you chose
cards	Credit cards, debit cards, cheque guarantee cards and cash dispenser cards
computers	All computers, portable computers and other electronic equipment used for your business to process, store and communicate data , including all connected equipment, environmental or voltage control systems, power supplies, wiring, networks, operating software, application software and computer chips not part of any computer system
contents	<p>Items at the premises used for your business you own or are legally responsible for including</p> <ul style="list-style-type: none"> • furniture, appliances, safes, cash boxes and security cases • valuables • if you are a tenant, items you have fixed to or installed in the property, improvements, alterations and decorations that cannot be removed at the end of the tenancy • documents • directors', partners', employees' and customers' personal belongings • radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts • plant and machinery and electronic equipment • class 1 and 2 invalid carriages • stock not for sale • computers
contribution	The amount of money shown on Your Business Cover Schedule that you must pay to the Mutual
costs and expenses	<ul style="list-style-type: none"> • legal costs and expenses awarded against you • your legal costs and expenses that we have agreed to pay

	<ul style="list-style-type: none"> • representation at any Coroner's Inquest or Fatal Accident Inquiry
damage, damaged	Direct physical harm that destroys something or reduces its value, usefulness or normal function
data	Information represented or stored electronically including code or series of instructions, operating systems, software, programs and firmware
director	A person who is a director or officer of your company, a de facto or shadow director, trustee and any other employee who advises or manages your business
documents	Deeds, wills, agreements, maps, photographs, plans, models, written or printed books, manuscripts, business books, letters, certificates, written or printed documents including those visible on a computer screen, forms of any kind and digital information to use with a computer system
employee	<p>An employee is a</p> <ul style="list-style-type: none"> • person under a contract of service or contract of apprenticeship with you • person you are assessing as being suitable to employ • volunteer carrying out duties for your business • person in a work experience, training, study or similar scheme with you • labour master and any person he supplies • labour-only sub-contractor carrying out work for your business and any person they employ to carry out work for your business • person you hire, borrow or is supplied to you by another business to carry out work for your business • self-employed person carrying out any kind of work normally carried out under a contract of service or contract of apprenticeship with you • person supplied to you under the terms of a contract or agreement that states the person is your employee for the time the contract or agreement lasts • member or officer of your canteen, sports, social, welfare organisations, fire, security, first aid, medical and ambulance services • person a court in the UK decides is your employee
employment	The time when a person is an employee of your business
Endorsement(s)	The document(s) detailing modifications made to the insurance provided under this Policy
excess, excesses	The amount you must pay towards the cost of a claim shown on Your Business Cover Schedule
fraud or dishonesty	Any one or more acts of fraud or dishonesty carried out by a director, partner or employee acting alone or with other directors, partners, employees or people that results in a financial loss to you
income	The money paid to you or legally due to you for goods sold and delivered or services you give as part of your business
injury	Bodily injury, disease or illness including psychiatric illness
money	Cash, bank and treasury notes, cheques and giro cheques, travellers cheques, bills of exchange, bankers drafts, giro drafts, postal orders, money orders, premium bonds, unused current postage and revenue stamps, trading stamps, unfixed national insurance stamps, National Savings and holiday with pay stamps, gift tokens, luncheon vouchers, phone cards, telephone charge cards, consumer redemption vouchers, travel tickets and non-negotiable money you own or are responsible for
Mutual	The Military Mutual Limited trading as the Military Mutual
Mutual Cover	The discretionary cover provided by the Mutual
non-negotiable money	Crossed cheques, crossed giro cheques, crossed bankers drafts, crossed giro drafts, crossed postal and crossed money orders, National Savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices you own or are responsible for
outbuildings	Sheds, glasshouses, conservatories, garages, carports, storage units, workrooms, plant rooms and other buildings within the boundaries of the property that cannot be accessed from the main building
partner	A person who is a partner in your business
Period of Insurance	The period stated in the Business Cover Schedule or any subsequent period for which We agree to insure You
personal belongings	Personal items and clothes that someone normally wears or carries, and pedal cycles
plant	Mobile mechanical equipment, scaffolding, site huts and temporary buildings
pollution	The discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gas,

	thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste, in or on land, ground water, surface water or coastal waters, or in or on any structure on land, or in the atmosphere or any contamination
portable computers	Laptops, iPads, iPods, notebooks, netbooks, palm pads, e-book readers, touchpads, tablet computers and other similar articles
premises	The part of the property at the address shown on Your Business Cover Schedule you use for your business
principal	The Secretary of State for Defence, Ministry of Defence or any person, local or public authority, company or firm you work for under a contract connected to your business
property	The buildings , gangways, street furniture, yards, car parks, roads, pavements and forecourts, if constructed of solid materials, at the address shown on Your Business Cover Schedule
products	Goods including their packaging, containers, labels and instructions that your business has sold, supplied, distributed, given away for free, manufactured, installed, erected, serviced, repaired, altered, designed, treated, tested or worked on in any way
records	Your business accounts or other business books and records including any records stored on computers
reinstate, reinstatement	To rebuild, replace, repair or restore damaged or stolen buildings and other property to a condition as far as possible the same as the condition they were in immediately before the damage or theft but not to a condition that is better than the condition they were in before the damage or theft
sanitary ware	Washbasins and pedestals, sinks, bidets, lavatory pans, seats and cisterns, shower trays, shower screens, baths, bath panels and splash backs
Schedule	The document stating the operative Section(s) You have chosen, the Period of Insurance , details of your business and the limit(s) of liability
site	The place away from your premises where you work
stock	The goods, materials, second-hand goods and materials, refrigerated and frozen food used in your business , work in progress and customers' property you are responsible for
sub-contractor	A sub-contractor that you have checked and confirmed has employers' liability insurance for any employees and public liability insurance that <ul style="list-style-type: none"> • covers the work the sub-contractor is carrying out • has at least the same cover limit as the cover limit shown in Your Business Cover Schedule • includes an indemnity to principal clause • remains in force throughout the contract with you
United Kingdom or UK	England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man
unoccupied	When for 30 days in a row or more, the property or part of the property <ul style="list-style-type: none"> • is not physically used or accessed for your business • is empty or waiting to be demolished, refurbished, renovated or redeveloped
valuables	Jewellery, watches, items made of or plated with gold, silver and other precious metal articles, fine art and antiques, musical instruments, furs and collections
We/Us/Our	Builders Direct S.A.
You, Your, Member, Member's	The people or legal entity, including any board of directors, named on Your Business Cover Schedule

EMPLOYERS' LIABILITY INSURANCE

This cover only applies if **you** chose it and is included on **Your Business Cover Schedule**. **Your Business Cover Schedule** shows the **cover limit**. No **excess** applies to this cover

Except for part 7 Witness costs **we** will give **cover** up to the **cover limit** for one incident or a series of incidents from one cause for each part of this cover. The **cover limit** is shown in **Your Business Cover Schedule**

1. Death and personal injury

If an **employee** is killed or injured

- in the **cover period**
- in the **UK** or while temporarily outside the **UK** and
 - while carrying out the normal duties of their **employment with you**
 - while carrying out private work for **you, your directors or partners**

We will pay

- the amount **you, a director or partner** are legally liable to pay the **employee** for damages and their assessed **costs and expenses**

We will also pay the

- **costs and expenses** to defend **you, the director or partner**
- costs of an appeal
- **costs and expenses** to defend proceedings against **you, the director or partner** in a Court of Summary Jurisdiction for any act or omission

We do not give cover for

- the **costs and expenses we** have not agreed to pay in writing
- the costs of an appeal if Counsel advises that there is not a strong prospect of success
- any liability that compulsory motor insurance is required for under road traffic legislation
- any legal liability resulting from any action for damages brought against **you, a director or partner** in a country outside the **UK** or the European Union
- death or **injury** resulting from visits to, work on or travelling to or from any offshore rig or platform

2. First aiders

If, during the **cover period**, an **employee** is a first aider as a member of **your** first aid or medical arrangements and injures another **employee** they are treating

We will pay up to the cover limit the amount for

- any compensation the **employee** first aider is legally liable to pay to the injured **employee**
- the injured **employee's** legal costs and expenses the **employee** first aider is legally liable to pay

We will also pay within the cover limit

- the costs and expenses to defend the **employee** first aider
- the costs of an appeal

We do not give cover for

4. the costs to defend the **employee** first aider **we** have not agreed to pay in writing
5. the costs of an appeal if Counsel advises that there is not a strong prospect of success
6. the liability of an **employee** first aider who is a doctor currently licensed to practice medicine

3. Health & Safety at Work legislation

If **you** have to defend a criminal charge in a court in the **UK** for an offence committed or alleged to have been committed during the **cover period** that relates to the health, safety or welfare of an **employee** under the

- Health and Safety at Work etc Act 1974 or the
- Health and Safety at Work (Northern Ireland) Order 1978 or
- any similar **UK** health and safety legislation and regulations

We will pay the

- **costs and expenses** to defend the criminal charge
- costs of an appeal against a conviction
- costs of the prosecution awarded against **you**

We do not give cover for

1. the costs of an appeal against a conviction if Counsel advises that there are not strong prospects of success
2. **costs and expenses** to defend the criminal charge **we** have not agreed in writing
3. any criminal charge resulting from any deliberate or intentional criminal act
4. fines or penalties
5. the costs of an appeal against an Improvement or Prohibition Notice

4. Unsatisfied court judgments

If, during the **cover period**, an **employee** is injured while carrying out the normal duties of their **employment** with **you** in the **UK** and as a result a court in the **UK** has awarded them damages and assessed costs against an individual or legal entity operating from premises in the **UK**, and after 6 months

- the damages and assessed costs have not been paid or
- only part of the compensation or costs have been paid

We will pay

- the damages and assessed costs or
- the amount unpaid 90 days after the last payment

We do not give cover for

- damages and assessed costs pending an appeal

Special condition

If **we** agree to make a payment under this part of this insurance, the **employee** or legal personal representative must assign the judgment to **us**

5. Employees

If an **employee** has injured another **employee** during the **cover period** while carrying out the normal duties of their **employment** with **you**, if **you** ask **us**

We will pay

- the amount of damages and costs the **employee** is legally liable to pay the injured **employee**

We do not give cover for

- any liability insured somewhere else

Special conditions

- the **employee** can only have the benefit of this part of the insurance if they agree in writing that **we** can have complete control over the management of the claim
- the **employee** must keep to the terms and conditions of this insurance that can apply to them

6. Indemnity to principal

If an **employee** is injured during the **cover period** and claims against a **principal** for something that had they claimed against **you** this cover would protect

We will pay

- the amount of any damages, costs, charges and expenses the **principal** is legally liable to pay

We do not give cover for

- any damages, costs, charges and expenses insured somewhere else

Special conditions

- the **principal** must agree in writing that **we** can have complete control over the management of the claim
- the **principal** must keep to the terms and conditions of this insurance that can apply to them

7. Witness costs

If **we** ask **you**, a **director**, **partner** or **employee** to go to court as a witness for a claim under this cover

We will pay

- income lost for each day in court up to the **cover limit**

GENERAL EXCLUSIONS

The following exclusions apply to this insurance

Animals and insects

We do not give **cover** for

- animals, birds or fish that are lost or injured
- **damage** by chewing, scratching, tearing or fouling
- other **damage** by animals including domestic pets, except from a collision by an animal that is not a domestic pet
- anything resulting from a guard dog
- **damage** caused by insects, rats, mice, squirrels, pigeons, owls, foxes, bees, wasps, hornets, moths and any other similar creatures
- **damage** to growing crops or trees

Breakdown

We do not give **cover** for mechanical or electrical breakdown or failure to any item or **damage** caused by mechanical or electrical breakdown or failure unless specifically included in **your** insurance

Burning debris

We do not give **cover** for anything resulting from burning debris, waste, timber or any other material

Confiscation

We do not give **cover** for financial loss **damage** or theft caused by or resulting from

- confiscation, nationalisation, commandeering or requisition by any legal authority
- the illegal occupation of a building
- any public authority ordering any property is destroyed

Deliberate loss or damage

We do not give **cover** for **damage**, theft, loss, **injury** or death caused by or resulting from a deliberate, malicious or unlawful act by **you**, a **director**, **partner**, **employee** or anyone acting for **you**, a **director**, **partner** or **employee**

Demolition

We do not give **cover** for anything resulting from demolition, dismantling or breaking up of machinery or buildings unless **you** tell **us** about it and **we** agree to give **cover**

Environmental Health and food hygiene

We do not give **cover** for any **damage**, **injury** or death caused by or resulting from food if

- **your business** must by law be registered with Environmental Health as a food premises and is not registered
- **you**, **your directors**, **partners** or **employees** handle food and do not have a food hygiene certificate

Electronic risks

We do not give **cover** for any **damage**, legal liability, financial loss or expense caused by or resulting from

- any virus or similar mechanism including
 - program code, programming instruction or any set of instructions generated to **damage**, interfere with or affect any **computer** program, **data** files or how a **computer** works
- hacking, including unauthorised access to any **computer** equipment or other equipment, component, system or item that processes or stores or retrieves or receives **data**
 - denial of service attack including
 - any act or instruction generated to **damage**, interfere with or affect the availability of networks, network services, connectivity or information systems by
 - excess traffic into network addresses
 - using system or network weaknesses
 - excess or non-genuine traffic between and among networks
 - any other cause
 - data recognition, including
 - any **computer** equipment, system or software
 - product, accessory, equipment or machinery
 - that contains, connects to or uses a data processor or microchip that fails to recognise, accept, respond to, retrieve, retain or process any **data** containing a date or part of a date

Fees

We do not give **cover** for any costs or fees for preparing or submitting a claim under or any fees that are more than the authorised fee scale of a professional organisation

Outside UK

We do not give **cover** outside the **UK** except where it is stated differently

Gradual deterioration and normal use

We do not give **cover** for **damage** caused to anything **you**, a **director**, **partner** or **employee** own or are responsible for by

- anything that happens gradually
- the effect of light or the atmosphere including temperature, air pressure, humidity, rain, snow, ice, moisture, sunshine, cloudiness and winds
- corrosion, mould, dry or wet rot, fungus or shrinkage
- scratching or denting
- normal use, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing

Illegal activities

We do not give **cover** for **damage**, **injury** or death resulting from the **property** or any part of the **property** used for any illegal activities

Indirect loss

We do not give **cover** for **damage**, **injury** or death that does not happen as a direct result of the incident that caused **you** to claim, unless specifically included in **your** insurance

Liquid petroleum gas (LPG) heaters and Calor Gas canisters

We do not give **cover** for anything caused by or resulting from a gas heater

- kept near materials that can catch fire
- chained or anchored in a hazardous position
- that does not have a gas arrestor fitted that stops the flow of gas if it is knocked over
- that does not have a guard fitted over the radiant or flame element to stop
 - paper getting into it
 - people burning themselves

We do not give **cover** for anything caused by or resulting from gas canisters that do not keep to the Dangerous Substances and Explosive Atmospheres Regulations 2002 (DSEAR)

Livestock, crops and trees

We do not give **cover** for anything connected to or resulting from

- livestock
- growing crops
- trees, plants, shrubs and turf

the failure of any

- seed, bulb or sapling to germinate or root

Medical malpractice

We do not give **cover** for anything resulting from medical malpractice

Not owned

We do not give **cover** for anything **you** do not own or are not legally responsible for

Other insurance

We do not give **cover** for anything covered or insured somewhere else

Play equipment

We do not give **cover** for anything resulting from adventure equipment or play equipment **you** own, use or hire

Pollution

We do not give **cover** for **damage**, **injury** or death caused by or resulting from

- discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gas, thermal irritant or contaminant including
- smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste in or on
- land, ground water, surface water or coastal waters or in or on

- any structure on land, or in the atmosphere or any contamination unless caused by

- a sudden and unforeseen event that can be identified or
- leakage from a domestic oil installation at the **property**

Quarrying, mining and underground work

We do not give **cover** for anything caused by or resulting from quarrying, mining and any underground work

Pre-existing loss, damage or circumstances

We will not consider any claims for

- any **damage**, theft, loss, **injury** or death that happened, existed or showed any signs that it existed before the **cover period** began or
- anything that results from or is connected to any **damage**, theft, loss, **injury** or death that happened, existed or showed any signs that it existed before the **cover period** began or
- any **damage**, theft, loss, **injury** or death that **you**, a **director** or **partner** knew about, or should reasonably have known about before the **cover period** began, that could result in a claim under this insurance

Radioactivity and nuclear risks

We do not give **cover** for **damage**, loss, **injury** or death caused by or resulting from

- ionising radiations or contamination by radioactivity from any irradiated fuel
- nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components
- any weapon or other device utilising radioactive material, radioactive matter, ionising radiation, atomic fission, nuclear fission, atomic fusion, nuclear fusion or other similar reaction

This exclusion does not apply to Employers' Liability, except

- the liability of any **principal**
- liability accepted under an agreement that would not exist if the agreement did not exist

Reduction in value

We do not give **cover** for any reduction in the

- value of the **property** resulting from rebuilding or repairing the **buildings**
- market value of an item resulting from its repair or restoration

Sanction Limitation and Exclusion

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

Smoking

We will not give any **cover** caused by or resulting from smoking in any areas of the **premises** unless **we** agree something different

Sonic bangs

We do not give **cover** for **damage** caused by or resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Terrorism

We do not give **cover** for **damage** or theft caused by or resulting from any act, threat of force or violence

- by any person or
- any group or groups of people
- acting alone or connected with any organisation carried out for

- political, religious, ideological or similar reasons

to influence any government or to put any member of the public in fear and **damage** or theft caused by or resulting from

- any action taken to control, prevent or suppress any act of terrorism
- the failure in the supply of gas, water, electricity or telephone services caused by an act of terrorism
- terrorism even if something included in this insurance wording happens at the same time or terrorism is involved in the sequence of the cause of any **damage**

Thatched roofs

We do not give **cover** for **damage, injury** or death caused by or resulting from a thatched roof that has not been inspected and certified by a qualified thatcher in the 5 years before any **damage, injury** or death happens

Tree felling

We do not give **cover** for anything resulting from tree felling, lopping or topping

War

We do not give **cover** for **damage, loss, injury** or death

- caused by or resulting from or
- caused by or resulting from any action taken to control, suppress or prevent

war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

Woodworking machinery

We do not give **cover** for anything caused by or resulting from powered woodworking machinery other than

- lathes
- fret saws
- boring or sanding machines
- portable hand tools
- portable cross-cut saws
- mitre saws
- bench saws

GENERAL CONDITIONS

The following conditions apply to this insurance

If **you** do not keep to these conditions or tell **us** about a change to **your** circumstances or a change to the information **you** gave **us** **your** insurance may not be valid or

We may

- not pay all or part of **your** claim
- cancel **your** insurance
- change the terms of **your** insurance
- add or change any **excess**

and **your** **Contribution** may change

Automatic renewal

We will automatically renew **your** insurance at the end of a **cover period** unless **you** decide to cancel or tell **us** you do not want **us** to automatically renew. Before the end of a **cover period** **you** will receive details of the **Contribution** for the next **cover period** and any changes to the terms and conditions of **your** insurance and **excess**

Changes to your insurance

When **you** tell **us** about any changes to anything connected to the **property** or **your business**, demolition, ground works, excavation or construction next to **your property**, or if **we** agree to increase **your** insurance for any extensions, alterations or improvements

We may change

- the terms and conditions of this insurance
- the **cover limit**
- the **excess**

and **you** may have to pay more **Contribution**

We will write to **you** at the address on **Your Business Cover Schedule** and tell **you** why **we** have made changes, what they are and if there is any extra **Contribution**. **You** will have 30 days to agree the changes

Changes you must tell us about

You must tell **us** immediately if there are any changes to **your** circumstances or the information

- **you** gave **us** or someone acting for **you** gave **us** at any time before or during this insurance or
- shown on **Your Business Cover Schedule**

You must tell **us** immediately and not later than 24 hours after there is any change in the

- **business** or
- the **business** duties **you**, **your directors**, **partners** or **employees** carry out

and pay any extra **Contribution**

You must also tell **us** at any time if

- the risk of **damage**, theft or legal liability resulting from **your business** changes
- **you** move **your business** to a new address or **your** contact address changes
- **you** are a company and **you** are the subject of a winding up order or an order for the appointment of a liquidator, administrative receiver or administrator, or **you** enter into a Company Voluntary Arrangement
- **you** are declared bankrupt or enter into an Individual Voluntary Arrangement
- there is a change to the use of the **property**
- **you** find out about any demolition, groundworks, excavation or construction being carried out next to the **property**
- the **property** or any part of it is **unoccupied**
- **you**, **your directors**, **partners** or **employees** are charged with or convicted of any criminal offence apart from a driving offence
- **you** no longer own the **property**, **premises** or **business**
- **you** find out a tenant without **your** agreement has done something to the **premises** or part of the **premises** **you** have let to them that could increase the risk. If **you** tell **us** as soon as possible after **you** find out **we** will not cancel **your** insurance but may make changes to it
- **you** buy any expensive **contents**

Computers

You must

- make sure that **your computers** are maintained, inspected and tested in line with the manufacturer's

recommendations

- keep a record of all maintenance carried out and data back-up
- not use **your computers** after they are **damaged**, hacked or infected with a virus unless **we** agree in writing
- make sure that all data is stored safely
- if someone else processes or stores data for **you**, **you** must make sure that the terms of the contract say that data is stored safely and backed up regularly
- protect **your computers** with a virus-protection software package that is
 - licensed to **you**
 - paid for and not freely available
 - updated regularly in line with the software provider's recommendations
- protect **your computers** with a firewall on all external gateways to the internet

Employers' liability

The Certificate of Employers' Liability insurance will not be valid from the date **you** cancel this insurance. The Certificate must be destroyed or returned to **us**

If **you** do not keep to any of the conditions in this insurance and

- **we** would normally not pay all or part of a claim as a result, but
- **we** have to pay a claim because of legislation that applies in the **UK** relating to compulsory insurance of legal liability to any **employee**
- **we** will recover any payment **we** have to make under the legislation from **you**

Fire and security precautions

Where **Your Business Cover Schedule** shows a fire alarm

- a recognised fire alarm company or an approved fire alarm contractor must inspect and maintain the alarm at least once every 12 months and you must keep a record of the inspections and maintenance carried out
- the alarm must cover all areas of the **premises** including all areas where **you** keep **stock** and
- work correctly and be used at all times

You must keep to any special fire security conditions on **Your Business Cover Schedule**

If there is a statutory or regulatory requirement to protect the **property** with a fire alarm system or any other fire cover, **you** must make sure that any maintenance is in line with the manufacturer's specifications

Heat

If your business involves using blow lamps, blow torches or hot air guns you must make sure there is someone responsible to

- clear loose material that could catch fire from the area where the work is carried out
- look after the blow lamps, blow torches or hot air guns at all times when they are alight and turn them off immediately after use
- only fill blow lamps in the open
- keep a multi-purpose fire extinguisher close to where the blow lamps, blow torches or hot air guns are used
- thoroughly inspect and examine the area where the work involving blow lamps, blow torches or hot air guns has happened after
 - each period of work
 - between 30 and 60 minutes after the end of the work each day

If **your business** involves using grinding, welding or flame cutting equipment **you** must make sure there is someone responsible to

- clear loose material that could catch fire from the area where the work is carried out
- cover all material that could catch fire including floors in the area in where the work is carried out with overlapping sheets of material that cannot catch fire
- look after the welding or flame cutting equipment at all times when it is alight and turn it off immediately after use
- examine the other side of metal work built into or going through walls, partitions, ceilings or floors before applying heat to make sure there is no material that could catch fire by direct flames or conducted heat
- keep a multi-purpose fire extinguisher close to where the welding or flame cutting equipment is used
 - thoroughly inspect and examine the area where the work involving blow lamps, blow torches or hot air guns has happened after
 - each period of work
 - between 30 and 60 minutes after the end of the work each day

If **your business** involves heating bitumen or bituminous compounds, **you** must make sure there is someone responsible to

- only heat the bitumen or bituminous compounds in the open
- look after the heating containers at all times while heating the bitumen or bituminous compounds
- put heating containers used on a roof or in a building on a flat surface of material that cannot catch fire

Intruder alarms

Where **Your Business Cover Schedule** shows an alarm

- a recognised alarm company or an approved alarm contractor must inspect and maintain the alarm at least once every 12 months
- **you** must keep a record of the inspections and maintenance carried out
- the alarm must cover all areas of the **premises** including all areas where **you** keep **stock** and have
 - alarm sensors or
 - Passive Infrared (PIR) sensors or
 - a combination of alarm sensors and Passive Infrared (PIR) sensors on or covering
 - all entrance doors, exit doors and windows that can be easily reached including windows next to flat roofs, fire escapes, balconies, canopies and downpipes

If **your** intruder alarm has a telephone line, direct line or central monitoring station warning system **you** must tell **us** if **you** receive any notice that the police, telephone or central monitoring station service intend to stop providing the monitoring service or they stop the service

If the alarm has an auto-dialler, when the **business** is closed and/or the **premises** are **unoccupied** the alarm and auto-dialler must be switched on and there must be someone available to answer the calls to the contact numbers

Security

You must make sure that all the security equipment at the **premises** is maintained and working correctly during the **cover period**

All security equipment including fire alarms and intruder alarms must be used when the **business** is closed or the **property** or any part of it is **unoccupied**

You must lock all doors, windows, fanlights and skylights, remove the keys from the **premises**, and keep them in a safe place when the **business** is closed and/or the **premises** are **unoccupied**. If **you** live at the **property**, when the **business** is closed **you** must remove the keys and put them in a secure place in the part of the **property** where **you** live
You must not leave keys in locks at any time

Locks

The minimum physical security **your property** must be protected by, unless **we** have agreed something different and this is shown on **Your Business Cover Schedule**, is

- all external doors and internal doors that give access to the **premises** must have one of the following
 - a lock to British Standard BS3621
 - a 5-lever mortice deadlock
 - a 5-lever close shackled padlock and locking bar
 - aluminium and UPVC doors and frames, an integral cylinder operated swing bolt mortice lock
- all external doors and internal doors that give access to the **premises** must have
 - hinge bolts
- all opening windows, fanlights and skylights that can be accessed from any level including from decks, roofs, fire escapes or downpipes if they are not protected by solid steel bars, grilles, expanded metal or weld-mesh must have
 - key-operated window locks

Fork lift trucks

Anyone operating a fork lift truck must

- be at least 18 years old
- complete a training course and refresher course every 5 years in the safe use of fork lift trucks recognised by the Health & Safety Executive
- use safety restraints if they are fitted to the vehicle

When a fork lift truck is unattended the ignition keys must be removed or the vehicle immobilised to prevent unauthorised use

Fork lift trucks must not be used to carry passengers or outside their design capabilities

Increased risk

If **you** do not keep to anything explained in this insurance wording that **you** must do and this causes or increases the risk of **damage, injury**, death or theft or increases the amount of **damage**

We may

- not pay all or part of a claim
- cancel **your** insurance
- change **your** insurance
- add or change an **excess**

and **your Contribution** may change

Information

You must give **us** all the information and facts that may affect **your** insurance and give **us** full and accurate answers to questions **we** or the **Mutual** ask **you** when **you** apply for **cover**, make changes to **your** insurance, renew **your** insurance or when **you** claim

You must also tell **us** about any risks **your business** faces and anything that affects or might affect **your** insurance even if **we** have not asked for it. This includes all information that **your** senior management, anyone who makes significant decisions about **your business** activities or someone outside your business have. **You** must carry out a reasonable search for this information

If any of the information **you** give **us** changes after **you** first take out **your** insurance, renew it or during the **cover period**, **you** must tell **us**

We may treat this insurance as if it never existed and refuse to consider any claims if

- **you** deliberately give false or misleading information
- **you** recklessly give **us** information **you** know or should know may not be accurate or complete
- information is found that **you** should have known about and given **us**

If **you** misrepresent the risks of **your business** and this is not deliberate or reckless it could still affect **your** insurance and claims **we** may:

- treat this insurance as if it never existed
 - refuse to pay any claim
 - change the terms of **your** insurance
 - not pay a claim in full
 - change the excess (if any)
- and the extent of the insurance may be affected.

We recommend **you** keep a record, including copies of letters, of all information **you** give **us**

Interpretation

We use titles and headings in this insurance wording to help find information. They do not affect or limit this insurance in any way

Where this insurance wording mentions any law or regulation, it includes any amendments or later changes or additions

Where **we** mention a single item it can also mean more than one. And where we mention items, it can mean a single item unless this does not fit the meaning or context of the wording

Law and jurisdiction

English law applies to this insurance

You and **we** agree that any legal proceedings between **you** and **us** about this insurance will take place in the Courts of England

Language

The terms, conditions and other information about this insurance will be in English unless **you** and **we** agree to use a different language

Microwaves and hot drinks vending machines

If **you** have a microwave oven on the **premises** it must have a clearly visible sign on or near it that says

- any person using the microwave oven does so at their own risk
- no person under 15 years of age is allowed to use the microwave oven

- the food or drink must be heated in line with the instructions on the packaging

If **you** have a hot drinks vending machine on the **premises** it must have a sign on it telling any user that it contains hot drinks

No transfer

Unless **we** agree in writing **you** cannot give any other person or legal entity

- this insurance
- any right under this insurance or
- any right to sue **us** under this insurance or
- any right to sue **us** for anything connected with this insurance

If **we** agree to make a payment under this insurance after changing it **we** can take off the payment any money or

Contribution you owe

Paint

If **your business** involves the use of paint, all paints and thinners must be kept in metal cabinets. No more than one day's supply must be brought into **buildings** where a manufacturing process is carried out

Personal protective equipment

You must supply all employees with personal protective equipment relevant to the work they carry out and keep a record of the equipment supplied

Precautions

You must always act as if **you** did not have this insurance

You must, at **your** own expense, take reasonable precautions to

- keep the **property** and its **contents** safe and in good condition and
- prevent or minimise any **damage**, theft, loss, **injury**, accident, illness or disease and prevent death
- stop any activities that could result in a claim
- make sure that **your property** and **products** are free from defects and can be used for what they are designed for
- choose competent and trustworthy **employees**
- keep to any laws or regulations that apply to any part of **your** insurance

You must make sure that **you** repair or remedy any defect or danger in the **property, contents, products** or **stock** as soon as **you** find it. In the meantime **you** must take or arrange for any extra precautions needed to remove or minimise the danger or prevent more **damage**

Survey

Our representatives or **we** can with reasonable notice survey the **property** and produce a survey report. From the time **we** decide to survey until **we** receive the survey report this insurance remains unchanged. If **we** consider the survey report is unsatisfactory **we** can

- cancel **your** insurance
- change **your** insurance and
- require **you** to carry out risk improvements by a certain time

If **we** make changes to **your** insurance or require risk improvements **you** can

- change **your** insurance within 30 days from when **you** receive details of the changes or risk improvements from **us** in writing
- cancel **your** insurance within 30 days from when **you** receive details of the changes or risk improvements from **us** in writing
- continue **your** insurance on the new terms for the rest of the **cover period**

Third parties

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 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 other than through that Act

Underground Services

Before starting any excavation, digging, boring or earth moving work **you**, or someone for **you**, must

- contact the owner or the authority responsible, to find underground pipes, cables, mains and other services in the area where the work will happen
- keep a written record of the steps taken to find the services and outcome of the search
- use a method of work that minimises the risk of **damage** to underground pipes, cables, mains and other services

Unoccupied buildings

Unoccupied buildings, or any part of a **building** that is **unoccupied**, are not included in **your** insurance unless **you** tell **us** that they are **unoccupied** and **we** agree to include them

If **you** tell **us** a **building** or part of a **building** is **unoccupied** **we** may

- put special terms on **your** insurance
- cancel **your** insurance

and **you** may have to pay an extra **Contribution**

If **we** agree to include an **unoccupied building** or part of a **building** in **your** insurance, **we** will only consider claims for that **building** or part of a **building** if **you** keep to the following conditions

- the security alarm, fire alarm and sprinkler systems are on and fully working at all times
- all other mains systems are switched off and the water system drained
- the **building** or part of a **building** is inspected inside and out at least once a week
- any defects in security or maintenance are repaired or resolved
- all materials that can catch fire are removed
- **you** keep to the security level requirements that apply to the **property**

From the time **you** tell **us** the **building** or part of a **building** is **unoccupied** until **we** tell **you** our decision, **your** insurance for the **unoccupied building** or part of a **building** is limited to **damage** caused by

- fire, lightning and explosion and
- aircraft and other aerial devices and articles dropped from them

Waste

You must

- put all oily, greasy or impregnated waste rags or wipes, used cleaning cloths and any other waste that can catch fire in metal containers with lids and
 - put them outside the **buildings** at the end of each day in metal skips or containers that are at least 5 metres from **buildings** or other property
 - remove them from the premises at least once a week
- sweep up and bag all other waste each day and
 - remove it to a safe distance from the **buildings** at least once a week
 - removed from the premises when containers are full

Woodworking

You must

- sweep up all shavings, sawdust and other refuse daily and remove them from the premises at least once a week
- not dry timber by heating it
- not use portable heating
- not allow smoking in the **premises** and put notices that explain this where they will be seen
- not burn waste inside or outside the **premises**

CLAIMS

How to claim

If **you** need to make a claim, please check **Your Business Cover Schedule** and cover wording first to see if they include the cause of the **damage**, theft, loss, death or **injury** and if an **excess** applies

What you must do

After any **damage**, theft, loss, death or **injury you** must take all reasonable steps to prevent more **damage**, theft, loss, death or **injury**. **You** must carry out emergency repairs to prevent more **damage**, theft, loss, death or **injury** and keep the invoice(s). It is helpful if **you** take photographs of any **damage** before emergency repairs are carried out

You can

- report by telephone
 - 0344 371 2367

If **you** make a claim by telephone, it is helpful if **you** can tell **us** your Membership or **Your Business Cover Schedule** number, shown on the front of **Your Business Cover Schedule**. **We** will ask **you** to explain what has happened and how and when it happened

Assistance with your claim

Please email or telephone **us** if **you** need any help filling in the claim form or if **you** have any queries about **your** claim

Supporting documents

When **you** make a claim, **we** will ask **you** to give **us** documents to support the claim. It is a good idea to keep receipts, valuations, photographs, instruction booklets and guarantee cards as these will help to show **you** own the lost or **damaged** items and their value

Claims against you

If someone makes a claim against **you** a **director, partner** or **employee** for death, **injury** or **damage** to property, it is very important that **you** tell **us** about the claim as soon as **you** know about it and that **you** give **us** full details as soon as possible. **You** can call **us** or send the details by email or post. **You** must send **us** all legal documents or letters about the claim as soon as possible after **you** receive them and before any specified deadline ends. **You** must not take any action on legal documents or letters without **us** agreeing in writing

How we settle your claim

Amount of payment

The most **we** will pay is the **cover limit** shown on **Your Business Cover Schedule** or in this insurance

If **we** agree **your** claim, **we** may choose to repair, restore, replace or rebuild anything lost, stolen or **damaged**

Except where you need to do emergency repairs to prevent more **damage**, theft, loss, death or **injury**. Before **you** repair, restore, rebuild or replace anything **you** want to claim for **we** must agree the costs. If **you** do not contact **us** **we** may not be able to help **you** with all or part of the costs

If the **cover limit** shown on **Your Business Cover Schedule** is less than the cost to **reinstate** **we** will pay a percentage of the cost to **reinstate** based on what percentage the **cover limit** is of the cost to **reinstate**

Excess

You must pay the first part of a claim where **Your Business Cover Schedule** or this insurance shows an **excess** applies. If more than one **excess** applies, **you** must pay the highest **excess**

Insurance or other indemnity

If **you** can claim on insurance or somewhere else for something included in this insurance and that insurance

- has the same cover for **damage**, theft, loss, **injury** or death **we** will only pay **our** share
- has different or more specific **cover** for the **damage**, theft, loss, **injury** or death, **we** will only pay the amount left after they have paid the maximum they cover
- is not on the same basis of **reinstatement** as this insurance **we** will not agree to pay **your** claim and
- if **you** have received compensation under any contract, legislation or guarantee for something included in this insurance, **we** will only pay the amount left after **you** have received the full amount **you** are entitled to

Interest

We will not agree to pay interest on any amount we will pay **you** under this insurance

VAT

If **you** have to account to HMRC for Value Added Tax **we** will take off the VAT from any payment

Claims conditions

These claims conditions apply to all claims made under this insurance. If **you** do not keep to any of the conditions that apply to **you** **we** may not pay all or part of **your** claim and in certain circumstances **we** may cancel **your** insurance

Preventing more damage or legal liability

When something happens that **you** may want to claim for **you** must take all reasonable steps to prevent more **damage**, theft, loss, **injury** or death and the cost of a claim increasing. You must allow **us** or **our** representatives to recover any lost or stolen items or identify any guilty person. If **you**, a **director**, **partner** or **employee** are injured **you**, the **director**, **partner** or **employee** must get medical help from a doctor or other medical professional as early as possible

Riot and civil commotion

If **your property**, **contents** or **stock** are **damaged** or stolen as a result of a riot or civil commotion **you** must give **us** full details as soon as **you** can and not later than 7 days after the **damage** or theft happened

Theft and malicious damage

If **your property**, **contents** or **stock** are stolen or **damaged** by malicious persons

You must

- report the theft, loss or malicious **damage** to the police immediately and not later than 24 hours after **you** first noticed the **damage** or the items were missing and get a police reference number
- give **us** full details as soon as **you** can and not later than 7 days after **you** first noticed the **damage** or the items were missing

Prosecutions, inquests and inquiries

You must contact **us** as soon as **you** know about any prosecution or intended prosecution, inquest or inquiry that could be connected in any way to something that could result in a claim under this insurance

Claims against you, your directors, partners or employees

If

- someone is injured, killed or someone's property is **damaged** and they or their representatives make or threaten to make a claim against **you**, **your directors**, **partners** or **employees**
- if a **director**, **partner** or **employee** is injured, killed or someone's property is **damaged** and they or their representatives make or threaten to make a claim against **you**
- there is an allegation of breach of duty, breach of trust, breach of warranty or authority, neglect or error, misstatement or misleading statement, wrongful trading or any other wrongful acts or omissions

you, **your directors**, **partners** or **employees** must

- not admit responsibility, pay anything, make any offer, promise or agree or pay anything without contacting **us** for **us** to agree in writing
- not negotiate a claim with anyone
- send **us** every letter, Claim Notification Form, legal document and any other document that is connected to the incident as soon as it is received
- not take any action on any letters, Claim Notification Forms, legal documents or other documents without contacting **us** for **us** to agree in writing

Fraud or dishonesty by a director, partner or an employee

If **you** discover **fraud** or **dishonesty** **you** must

- report the matter to the police immediately and not later than 24 hours after **you** discover the **fraud** or **dishonesty** and get a police reference number
- take all practical steps to identify the guilty person and recover anything stolen
- take all reasonable action or allow all reasonable action to prevent any more loss
- give **us** full details as soon as **you** reasonably can and not later than 7 days after **you** discover the **fraud** or **dishonesty**
- If **we** pay a claim resulting from a dishonest, fraudulent, criminal or malicious act or omission by an employee, **you** must take all reasonable steps to obtain reimbursement from the **employee** including legal action

Health & Safety at Work legislation

You must tell **us** immediately and not later than 24 hours about

- any event that could result in any proceedings
- any summons or other process served on **you** under the Act or the Order

Other claims

You must contact **us** and give **us** full details as soon as **you** can and not later than 7 days about anything that happens that could result in a claim under **your** insurance, even if the claim is likely to be less than any **excess**

Business interruption

You must give **us** all the documents and records to support **your** claim within 30 days of the end of the **indemnity period**

Helping us

You must co-operate with **us** and help **us** investigate and deal with **your** claim or potential claim. **You** must let **us** know if **you** receive any information connected to **your** claim or a potential claim. **You** must follow any reasonable recommendation, request or instruction **we** give about **your** claim or a potential claim

Inspections

With a reasonable notice period, **we** or someone acting for **us** can enter the **property** and inspect any **damage** or where a theft or accident has happened. **We** can take into safekeeping any **damaged** items and then return them to **you** but this does not mean **you** can abandon **damaged** items to **us**

Keeping items and emergency repairs

You must keep anything **you** are claiming for, for as long as **we** ask **you** to. **You** must not alter, repair, dispose of or destroy anything **you** are claiming for without contacting **us** for **us** to agree in writing. However, if emergency repairs will prevent more **damage**, **you** must arrange for them to be done and keep the invoice(s)

Legal representation

You must ask **us** before **you** use a barrister or solicitor to represent **you** and if **we** agree **we** will tell **you** in writing

Insurance

If there is insurance somewhere else on the **property** any death, **injury**, **damage** to someone else's property or any item **you** want to claim for **you** must tell **us**

- the name of the insurance company
- their address
- the policy number
- the name of the policyholder if it is not **you**

Records

You must keep **your records** up to date on a monthly basis and store a copy of the **records** away from the **premises**

Salvage

Once **we** have paid a claim for anything **damaged** beyond repair, if **we** decide, it can become **ours** and **we** can deal with it how **we** want to

Claims handling

We have the right to manage, control and direct the way any claim is handled or settled

We can

- start, take over or defend any legal action in **your** name
- prosecute in **your** name for **our** benefit
- tell **you** to settle, compromise or close a claim in any way **we** decide unless it is unreasonable for **us** to ask **you** to do this
- pay the **cover limit** less any amount **we** have paid already or the amount a claim can be settled for and have no more involvement in the claim

Subrogation

Before or after **we** agree to pay a claim under this insurance, if **we** ask, **you** will take or allow **us** to take in **your** name all necessary steps to enforce rights against anyone at **our** expense

Any **money** recovered, unless **you** and **we** agree to something different in writing, will be paid in the following order

- to **us** for any claim payment and expense
- to **you** for **your excess**
- to **you** for any other financial loss that is not included in this insurance

Supporting documents

You must give **us** any documents **we** reasonably ask for to support any claim following any **damage**, loss or theft not later than 30 days after **we** ask for them, for example

- receipts, valuations, guarantees, instruction booklets and photographs to show **you** own an item and its value
- a written quotation from a professional repairer for the cost of repair or a letter from a professional repairer saying an item cannot be repaired or it is not worth repairing
- **records** of inspections and maintenance

We may ask for a statutory declaration of the truth of the claim and or anything connected to the claim

Waiver of rights

We agree to waive any rights, remedies or relief that **we** may have against

- any parent or subsidiary company or fellow subsidiary where **you** are also a subsidiary as defined by current legislation
- any company whose **business you** manage or part manage

Fraud

Fraud is a very serious crime. Someone who deliberately does not tell the truth, or does not give information asked for, to make a gain or cause a financial loss to someone else is acting fraudulently

To protect **us**, the **Mutual** and its members from fraudsters, **we** may take serious action if **we** suspect or find any fraud or dishonesty. If all or part of a claim is fraudulent, false, dishonest or exaggerated in any way or if anyone acts fraudulently or dishonestly to get **cover**

We may

- cancel **cover**
- reject claims
- recover, through the courts if necessary, any money already paid for claims
- tell other organisations including anti-fraud databases
- tell the police

and **We** and the **Mutual** may not refund any **Contribution**