

Group Insurance for The Military Mutual – Terms and Conditions



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Policy Summary

This Policy Summary explains the key features and benefits of the insurance provided by **Us**, together with details of **Policy Limits** and significant exclusions. Full details of the terms, conditions and exclusions begin on page 10 of this policy booklet.

How this Insurance Works

- This insurance is a legal contract between **Us** and **The Military Mutual Limited (Mutual)**. A claim can only be made where **The Mutual** cannot pay or does not agree to pay a claim, or it reduces the amount it decides to pay, under the **Member's Mutual Cover**. This insurance will pay if **We** accept the claim is valid under this insurance or where **We** agree that a higher amount should be paid.
- The **Period of Insurance** is as shown on the policy schedule.
- The **Policy Limits** are the same as the cover limits shown on the **Member's Business Cover Schedule**.
- The **Mutual** is the policyholder and pays the premium for this insurance.
- The **Mutual** or its duly authorised service provider(s) will process claims and complaints under this insurance on **Our** behalf.

How to Make a Claim

Claims should be advised to **Us**: Builders@military-mutual.co.uk

Please also refer to the claims procedure information on page 83 of this policy booklet.

Right to Complain

Whilst every effort is made to maintain the highest service standards, should there be an occasion when the service received falls below the standard expected please refer the complaint as follows:

- a) Any complaint about this insurance or about the administration of this policy to:
Tel: 020 3903 5359 email: Builders@military-mutual.co.uk
- b) Any complaint about the way a claim under this insurance has been dealt with to:
Tel: 020 3903 5359 email: Builders@military-mutual.co.uk

If after following the procedure detailed in a) or b) above the matter is unresolved you may have the right to refer your complaint to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Tel: 0300 1239 123 www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Service Compensation Scheme (FSCS). **You** will be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. More information about compensation scheme arrangements are available from the FSCS at www.fscs.org.uk

Regulation

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, situated at 7 Boulevard Joseph II, L-1840 Luxembourg, and subject to regulation by the Financial Conduct Authority.

Definitions

Wherever the following words or phrases appear in this policy booklet, they will be shown in **bold** and have the following meanings unless otherwise shown in a particular Section

accidental damage, accidentally damaged	Sudden, unexpected, unintentional physical harm that destroys something or reduces its value, usefulness or normal function
asbestos	Asbestos, asbestos fibres or any derivative of asbestos including any product that contains asbestos, asbestos fibres or any derivative of asbestos
book debts	Money your customers owe you at the date of damage taking into account <ul style="list-style-type: none"> • bad debts • debits and credits, including credit notes and cash, not passed through the records between date of the last record and the date of the damage • abnormal trading conditions affecting your business • your last record of amounts owed by customers
building, buildings	The building or buildings at the property shown on Your Business Cover Schedule and their permanent fixtures and fittings including <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	The business carried out at the premises including, if applicable, the ownership, repair and maintenance of the property that <ul style="list-style-type: none"> • you know about and have authorised and <ul style="list-style-type: none"> • 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
business hours	Any time when you , a director, partner or employee is at the premises for your business and your business is open for trading or work is carried out
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 • 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
Data Protection Legislation	All applicable privacy and data protection laws, including the GDPR and any applicable national implementing laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, including the Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426)
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

	<p>agreement that states the person is your employee for the time the contract or agreement lasts</p> <ul style="list-style-type: none"> • 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
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
GDPR	General Data Protection Regulation ((EU) 2016/679)
heave	Upwards or sideways movement of the ground under the buildings
high risk work	<ul style="list-style-type: none"> • the use of explosives, fireworks or pyrotechnics <p>any work carried out at or on</p> <ul style="list-style-type: none"> • power stations or nuclear establishments • oil gas or chemical refineries, bulk storage facilities or production premises • aircraft, watercraft, ships, railways or airports • underground or underwater locations, piling work or water diversion • towers, steeples, chimney, shafts, furnaces, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs • buildings or structures more than 10 metres high • excavations more than 2 metres deep
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
in transit	A journey in the UK to or from the premises , including loading, unloading, air and sea journeys, roll-on roll-off transport and temporary storage in a secure location in the UK up to 48 hours in a row
landslip	The downward movement of sloping ground
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 of time You have the benefit of this insurance.
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
Policy Limit	The maximum amount payable under this insurance in the event of a claim

	which is the same as the cover limit shown in Your Business Cover Schedule
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
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
storm	Winds of at least 47mph (41 knots), that may be accompanied by heavy rain, hail, snow or sleet, or 1 inch (25mm) or more of rain that falls in 1 hour, or a smaller amount of rain in a shorter time that is in the same ratio as 1 inch in 1 hour, for example half an inch in half an hour
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
subsidence	Downward movement of the ground under the buildings
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
water table	The highest point where water saturates underground soil and rock
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
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Law Applicable to this Insurance

English Law will apply between **Us** and the **Mutual** and any disputes between **Us** and the **Mutual** will be referred to the exclusive jurisdiction of the English Courts.

Unless specifically agreed by **Us** to the contrary, the laws of the part of the **United Kingdom** in which the **Member** lives will apply between **Us** and the **Member** and any dispute between **Us** and a **Member** will be referred to the Courts of the part of the **United Kingdom** in which the **Member** lives.

The Insurance

In the event the **Mutual**

- a) is unable to pay a claim under the **Member's Mutual Cover** which is covered by this insurance, or
- b) refuses to pay a claim under the **Member's Mutual Cover** which is covered by this insurance, or
- c) pays less than the amount claimed by the **Member** under the **Member's Mutual Cover** and the claim is also covered by this insurance

and the **Member** has met all of the applicable terms and conditions of this insurance, **We** will pay the **Member's** claim in accordance with the terms, conditions and exclusions of this policy.

If the **Mutual** agrees a claim under the **Member's Mutual Cover** but pays less than the amount claimed by the **Member**, and **We** agree the **Member** should be paid a higher amount, **We** will only pay the difference between the amount the **Mutual** paid, and the higher amount agreed by **Us**.

The following Sections explain the insurance provided in more detail.

Section 1: Public and products liability

This Section explains the **cover** for **your** legal liability to the public. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section and the **excess you** must pay for **damage** to property. Except for part 2 Witness costs and Products liability the **cover limit** applies to one incident or a series of incidents from one cause for each part of this Section. For Products liability the **cover limit** is for all claims in the **cover period**.

If **you** ask **us** to pay more than one person for compensation and legal costs resulting from one incident, the most we will pay will be the **cover limit** shown on **Your Business Cover Schedule**.

1. Accidental death, injury and damage to property

If, during the **cover period**

- in the **UK** and as a result of
 - the normal day to day activities of **your business**
 - **your products**
- temporarily outside the **UK** and connected with **your business** as a result of
 - **your** personal activities
 - a **director's**, **partner's**, or **employee's** personal activities
 - the personal activities of **your** husband, wife or civil or unmarried partner, a **director's**, **partner's** or **employee's** husband, wife or civil or unmarried partner
- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged** or **you** have caused accidental
 - obstruction
 - encroachment
 - trespass
 - nuisance
 - interference with pedestrian, road, rail, airborne or waterborne traffic
 - invasion of a right of privacy
 - interference with any right of way, light or water

or

you are involved in

- a wrongful arrest or detention, false imprisonment, or malicious prosecution
- wrongful entry or eviction that interferes with a right of private occupancy
- oral or written publication of material that violates the right of privacy of a person

We will pay

Up to the **cover limit** for the amount **you** or a **director**, **partner**, **employee**, **you** or their husband, wife or civil or unmarried partner or a **sub-contractor** are legally liable to pay as

- compensation and **costs and expenses**, but if a claim is brought in the United States of America or Canada or anywhere in their jurisdictions, the **costs and expenses** are included in the **cover limit**

We do not give cover for

Legal liability to pay compensation, **costs** and **expenses** caused by or resulting from

1. a vehicle or mobile plant that must by law have motor insurance except
 - loading or unloading the vehicle or mobile **plant**
 - taking a load to or from the vehicle or mobile **plant**
 - use of mobile plant at the **property**
 - unauthorised movement of or unloading a vehicle or mobile **plant** at the **property**
2. a skip or container left on the public highway
3. any aircraft, space craft, water craft or vessel except dinghies up to 6 metres long, kayaks up to 2.4 metres long, canoes and windsurfers including loading or unloading them
4. a property or **premises you** own
5. land **you** own or use
6. anything **you** are working on or resulting from work carried out on it

7. **high risk work**, formwork, shuttering, sinking, drilling, digging or excavating any bore hole, trial pit, hole or well
8. petrol pumps, fuel, underground fuel storage, fuel supply equipment, fuel display signs and car wash equipment
9. any deliberate act or something **you**, a **director**, **partner**, **employee** or subcontractor have deliberately not done, left out or neglected
10. prescription drugs, unbranded chemicals and unbranded products
11. any instruction, advice, information or professional service **you**, a **director**, **partner** or **employee** give
12. **damage** to property left at the **premises** for dry cleaning or laundering
13. restoring, renovating or repairing any painting, sculpture or work of art
14. **damage** to information represented or stored electronically including code or a series of instructions, operating systems, software programmes or firmware
15. loss of use, penalties or fines resulting from **damage** to underground services
16. legal liability outside the **UK** resulting from firearms, mechanically propelled vehicles, aircraft, hovercraft, watercraft or animals
17. an **injury** to an **employee** while carrying out the normal duties of their **employment** with **you**
18. **products** that **you** are responsible for but that you have not yet supplied
19. the recall, removal, replacement, alteration, repair or **reinstatement** of any **products**
20. **products** built into or part of any mechanically propelled vehicle, aircraft or any other craft that could affect its safety
21. a fault, alleged fault, defect or alleged defect in any **products** or if they are unsuitable for what they are designed to be used for
22. any **products** that are directly exported to the United States of America or Canada
23. anything bought from a supplier who does not have a valid Public and products liability insurance with a limit of liability of at least £2,000,000
24. an agreement if the legal liability would not exist if the agreement was not in place
25. **damage** to property **you**, a **director** or **employee** own or are responsible for
26. **asbestos** or any material containing **asbestos** in whatever type or quantity
27. a decision of a court outside the **UK**
28. any **costs and expenses** **we** have not agreed in writing

2. Witness costs

If **we** ask **you**, a **director**, **partner** or **employee** to go to court as a witness for a claim that **we** agree to pay under this Section 1 Public and products liability

We will pay

- the amount of income **you**, a **director**, **partner** or **employee** lose up to the **cover limit**

3. Data protection

If during the **cover period** **you**, a **director**, **partner** or **employee** are legally liable or prosecuted under the **Data Protection Legislation** as a result of personal data **you** keep or used to keep

We will pay

- the amount of any compensation and costs
- the legal costs of defending a claim against **you**
the legal costs of defending a prosecution
- the legal costs of an appeal

We do not give **cover** for a claim or prosecution

1. that started before the **cover period** or this Section was added to **your cover**
2. if at the time of the alleged breach or offence **you** were not registered under the **Data Protection Legislation**
3. if **you** applied for registration and this was refused or withdrawn
4. if **you**, **your directors**, **partners** and **employees** did not take reasonable care to keep to the requirements of the **Data Protection Legislation**
5. that involves a deliberate act, intentional act or something not done, left out or neglected by **you**, **your directors**, **partners** and **employees** that **you**, **your directors**, **partners** and **employees** knew or should have known, would result in liability under the **Data Protection Legislation**

6. that **you** have reported to a previous insurer
7. that results in the cost of replacing, reinstating, rectifying or erasing any personal data
8. the legal costs of an appeal if Counsel advises that there are not strong prospects of success

4. Defective Premises Act 1972

If, during the **cover period**

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

as a result of premises **your business** owned and **you** are legally liable under

- section 3 of the Defective Premises Act 1972 or
- article 5 of the Defective Premises (Northern Ireland) Order 1975

We will pay up to the **cover limit** for

- the amount of compensation and costs **you** are legally liable to pay
- the legal costs of an appeal

We do not give **cover** for

1. compensation and costs awarded by a court more than 7 years after **cover** under this Section ends
2. any liability for anything that happened while **you** owned or were responsible for the premises
3. **damage** to the premises
4. the cost of **reinstating** or fixing any defect or alleged defect in the premises

5. Motor liability (non-owned vehicles)

If, during **the cover period**

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

as a result of a motor vehicle used for **your business** and **you** are legally liable

We will pay up to the **cover limit** for

- the amount **you** are legally liable to pay as compensation and costs

We do not give **cover** for

- anything resulting from or connected to a vehicle **you** own or **your business** owns
- **damage** to the vehicle or its contents
- anything that happens when **you** are driving
- anything that happens if **you, your directors, partners, employees** or **your** representative know the person driving has never had a licence to drive the vehicle or is disqualified from holding or getting one

6. Obstructing vehicles

If during the **cover period** a mechanically propelled vehicle causes an obstruction and interferes with **your business** and **you** move the vehicle to clear the obstruction and

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

We will pay

- the amount **you** are legally liable to pay as compensation and costs

We do not give **cover** for anything that results from

- moving the vehicle more than is necessary to clear the obstruction
- a vehicle **you** own, lease, borrow or hire
- someone driving a vehicle who does not have a licence to drive that type of vehicle
- a vehicle when
 - there is cover under any motor insurance contract or
 - motor insurance is required by law

7. Pollution and remediation costs

If, during the **cover period**, **you** are legally liable because

- a sudden, unexpected and unintended **pollution** that

- can be identified and
 - happens completely at one specific time and
 - at one specific place at **your premises**
- and
- someone is accidentally injured
 - someone is accidentally killed or
 - someone's property is **accidentally damaged**

We will pay up to the cover limit for

- the amount **you** are legally liable to pay as compensation and costs
- the amount **you** are legally liable to pay
 - under the Environmental Damage (Prevention and Remediation) Regulations 2009 or
 - by any government or legal authority or enforcing environmental cover laws to
 - investigate reverse, stop, minimise, or neutralise the **pollution** or
 - dispose of soil, surface water, groundwater or other contamination

We do not give cover for

1. the cost to **reinstate pollution damage to your premises** or any **site**, watercourse or body of water **you** own, lease or rent
2. the cost to **reinstate** or reintroduce any form of plant or animal life
3. any costs to reverse stop or minimise **pollution** outside **your** legal liability under the Environmental Damage (Prevention and Remediation) Regulations 2009
4. **pollution** that happens gradually over time
5. **pollution** that happens in the USA, Canada and their dependencies or trust territories

8. Member to member liabilities

If more than one person is named as a Member of the **Mutual in Your Business Cover Schedule** and during the **cover period** a Member accidentally

- injures another Member or
- kills another Member or
- **damages** another Member's property

We will pay up to the cover limit for

- the amount the Member is legally liable to pay as compensation and costs

We do not give cover for legally liability that results from

1. wrongful arrest or detention, false imprisonment or malicious prosecution
2. wrongful entry or eviction that interferes with a Member's right of private occupancy
3. advertising injury
4. spoken or written publication of material that violates a Member's right of privacy
5. anything else not included in this Section 1 Public and products liability

9. Indemnity to principal

If during the **cover period** a **principal** is legally liable because

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

If **you** ask us

We will pay up to the cover limit for

- the amount the **principal** is legally liable to pay as compensation and costs

We do not give cover for any compensation or costs

1. unless you could claim under this Section 1 Public and Products liability if the claim if it was made against **you**
2. if **we** do not have complete control over the management of the claim
3. if the **principal** does not agree in writing to be bound by all the terms and conditions of this Policy and keep to them where they apply

10. Corporate Manslaughter and Corporate Homicide Act 2007

If, during the **cover period**, as a result of **your business** someone dies and **you, your directors or partners** are prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007

We will pay

- the defence costs
- the prosecution costs awarded against **you**
- the cost of an appeal against a conviction

We do not give cover for

1. any prosecution under the Act where notice is received before or after the **cover period**
2. the charge under the Act if it does not result from a breach of duty of care directly from **your business**
3. **costs and expenses we** have not agreed in writing
4. more than the **cover limit** for all prosecutions in a **cover period**
5. prosecutions that result from any deliberate or intentional criminal act or something deliberately not done, left out or neglected by **you, your directors, partners or employees**
6. **costs and expenses** to keep to any remedial order or publicity order
7. **costs and expenses** to appeal against any fine, penalty, compensation award, remedial order or publicity order
8. **costs and expenses** of any investigation or prosecution under any law outside the **UK**

11. Other costs

If, during the **cover period**, resulting from **your business you, your directors, partners or employees** are charged or prosecuted under any legislation that relates to the duties of **your business**, including the

- Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- Consumer Protection Act 1987
- Food Safety Act 1990

We will pay

- the defence costs
- the **costs and expenses** awarded against **you, your directors, partners or employees**
- the cost of an appeal against a conviction

We do not give cover for

1. defence costs, expenses and appeal costs **we** have not agreed in writing
2. any prosecution where notice of the prosecution is received before or after the **cover period**
3. more than the **cover limit** for all charges and prosecutions in a **cover period**
4. charges and prosecutions that result from any deliberate or intentional criminal act or something deliberately not done, left out or neglected by **you, your directors, partners or employees**
5. charges and prosecutions that result from a deliberate decision, **you, your directors or partners** have made or something **you, your directors or partners** have not done, left out or neglected
6. **costs and expenses** to keep to any remedial order or publicity order
7. **costs and expenses** to appeal against any fine, penalty, compensation award, remedial order or publicity order
8. **costs and expenses** of any investigation, charge or prosecution under any law outside the **UK**

We do not give cover in any parts of this Section for

1. any fines, penalties or compensation from criminal proceedings
2. any compensation for a breach of a contract
3. liability resulting from any an agreement if the legal liability would not exist if the agreement was not in place
4. liability resulting from an effect on someone's reputation, deliberate misrepresentation, malicious falsehood, discrimination, harassment or advertising injury
5. anything caused by, resulting from or related to **asbestos** or any material containing **asbestos** in whatever type or quantity, except **damage** to property **you** do not own or are not responsible for that is made of **asbestos** or contains **asbestos**
6. any amount a court requires **you** to pay
 - to punish **you**
 - to try to stop the same circumstances that led to the incident happening again
 - because **you** have caused someone distress, embarrassment or humiliation
7. legal liability resulting from the business of a coach or bus company

8. liability resulting from or connected to any services **you** or **your business** give to book tickets, travel, accommodation or leisure facilities
9. liability arising from the process of dry cleaning or laundering
10. anything that happens resulting from visits to, work on or travelling to or from any offshore rig or platform

Section 2: Property owners' liability

If **you** are the owner of the **property** and resulting from the **property you** are legally responsible because

- someone is accidentally injured
- someone is accidentally killed
- someone's property is **accidentally damaged**

We will pay up to the **cover limit** for

- the amount **you** are legally responsible to pay as compensation and costs
- **your legal costs and legal expenses**
- defending proceedings in court

We do not **cover**

You or **your** legal personal representative's legal liability to pay compensation and costs and **your costs and expenses** as a result of

1. the **premises** if **you** do not **own** them
2. an agreement if the legal liability would not exist if the agreement was not in place
3. death or **injury** to **you**, a **director**, **partner** or **employee**
4. **damage** to property **you**, a **director**, **partner** or **employee** own or are responsible for
5. anything resulting from a fault, alleged fault, defect or alleged defect
6. anything caused by, resulting from or related to **asbestos** or any material containing **asbestos** in whatever type or quantity
7. a decision of a court outside the **UK**
8. any compensation for breach of contract
9. any amount a court requires **you** to pay
 - to punish **you**
 - to try to stop the same circumstances that led to the incident happening again
 - because **you** have caused someone distress, embarrassment or humiliation
10. any fines or penalties
11. any **costs and expenses we** have not agreed in writing
12. anything insured somewhere else

Section 3: Cyber liability

This Section only applies if **you** chose it and is included on **Your Business Cover Schedule**

This Section explains the **cover** for claims made against **you** as a result of **your business** activities **Your Business Cover Schedule** shows the **cover limits** and the **excess you** must pay

Important

We will only give **cover** for claims first notified to **us** during the **cover period**

1. Cyber liability

If during the **cover period** on

- a network **you** own, operate or are responsible for
- a network of a company **you** outsource to
- a cloud service **you** use

there is or it is suspected there is unauthorised taking, access, use, disclosure, loss, theft or corruption of

- data **you** are responsible for
- data protected by the **Data Protection Legislation**
- other data that can identify or be linked to a person

that

- compromises the security or privacy of that information and is a significant risk of financial harm to the person
- **you** have to notify under any law or regulation

or

- **you** are affected because **your** data held by a supplier is compromised because of unauthorised taking, access, use, disclosure, loss or theft

We will pay the cost

- to restore or replace any lost, stolen or corrupt programs or data including new licenses where necessary
- to stop or reduce more lost, stolen or corrupted data including the cost to remove data or information from the internet or other areas that the public have access to
- to keep critical evidence of criminal or malicious acts
- for expert forensic analysis of **your business** computers to find out
 - if there has been unauthorised taking, access, use, disclosure, loss or theft
 - the identify of any people affected
- of legal fees to manage **your** response to the unauthorised taking, access, use, disclosure, loss or theft
- of **costs and expenses** to investigate and defend regulatory proceedings against **you**
- of fines, penalties including penalties **you** have to pay under a contract

We do not give **cover** for

1. any fines or penalties **you** are not legally allowed to arrange cover for

2. Media liability

If during the **cover period** someone claims against **you** because through **your** email, intranet, extranet, website, online promotions, online marketing material or data processed on **your computers you** have or it is alleged **you** have

- breached their intellectual property rights
- adversely affected their reputation, including libel, slander, trade libel, malicious statements and discrediting a product

We will pay the **cost** of

- compensation and assessed **costs and expenses** resulting from one event to defend a claim against **you**
- the amount a court or arbitrator awards against **you**
- **costs and expenses** to investigate and defend regulatory proceedings against **you**

- public relations advice and support to protect, stop or reduce any damage to **your** reputation

3. Network liability

If during the **cover period** someone claims against **you** because

- **you** have accepted or transmitted a code that
 - deletes or corrupts programs or data
 - causes damage to any network or system
 - disables any network security product or service
- **you** have not secured **your** computer system from to stop unauthorised access
- **your** telephone system is hacked
- fraudulent electronic communications or websites impersonate **you** or **your** product

We will pay the **cost of**

- compensation, **costs and expenses** resulting from one event to defend a claim against **you**
- the amount a court or arbitrator awards against **you**
- **costs and expenses** to investigate and defend regulatory proceedings against **you**
- public relations advice and support to protect, stop, or reduce any damage to **your** reputation

4. Witness costs

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

We will pay

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

5. Personal data privacy obligations

If during the **cover period you** find out that **you** have failed to keep to **your** data privacy obligations for personal data **you** keep or process as part of **your business**

We will pay the cost for 12 months to

- hire professional legal and forensic information-technology services to investigate and tell **you** how to deal with the failure
- tell affected people
- provide support services for affected people
- provide credit monitoring, protecting against identity theft and helping affected people to correct their credit records and take back control of their personal identity
- provide a helpline to respond to enquiries after telling affected people.
- provide public-relations and crisis-management services to communicate with the media, **your** customers and the public to minimise damage to brands, business operations and **your** reputation
- notify the Information Commissioner's Office and any other relevant regulatory authority
- pay for identity theft insurance

We do not **cover**

1. more than the **cover limit**
2. the costs to provide public-relations and crisis-management services if **we** have not already agreed these in writing

6. Security audit

If the failure to keep to data privacy obligations that leads to a claim under this section resulted from security weaknesses in **your computers**

We will pay

- the cost of a professional consultant to carry out an audit of **your computers** to find out the security weaknesses and tell **you** how to improve the security

We do not give **cover** for the cost of

1. restoring and recreating data
2. correcting any failings in procedures, systems or security

7. Business interruption

If during the **cover period** there is

- actual or suspected unauthorised taking, access, use, disclosure, loss or theft of **your** data

- accidental **damage** to **your** programs or data
- a system outage or **your** network is interrupted or degraded for more than 5 hours
- actual or threat of cyber attack

We will pay the

- **income you** lose as a result of one of the events covered in this part until **your business** is back to how it was before the event happened
- costs to keep **your business** operating
- costs to avoid or reduce the effects of a system outage or interrupted or degraded network
- costs to find and minimise the network interruption or degradation
- costs to keep evidence and substantiate **your lost income** and costs
- cost of identity theft insurance for 12 months

We do not give cover for

1. more than 4 months lost **income** and costs

8. **Computer Hacking**

If during the **cover period you** discover someone has maliciously

- by-passed the security systems on **your** computer system to
 - **damage**, destroy, alter, corrupt, misuse, copy or steal **your**
 - computer system
 - programs, electronic data or electronic data **you** are responsible for

We will pay

- the cost to replace or repair **your**
 - computer system
 - programs or electronic data

to the same standard and with the same contents it had before it was **damaged**, destroyed, altered, corrupted, misused, copied or stolen

9. **Computer ransom and extortion**

If during the **cover period you** receive a threat to

- **damage**, destroy or corrupt **your** computer system, programs or electronic data **you** own or are responsible for
- disclose or use any electronically held commercial information that
 - **you** own or are responsible and
 - is not available publically and
 - will cause commercial harm if made public

We will pay

- the cost of any ransom or extortion fee
- the costs to stop or reduce any impact on **your business**
- the fees of a consultant to advise **you** how to handle and negotiate the ransom or extortion demand
- the amount of any stolen ransom or extortion fee that happens at or going to the agreed location for payment of the ransom

Special conditions for this section

- **You** must make sure that there are procedures are in place to dispose of and destroy **computers** and files to protect data and information
- **We** will not pay more than one **cover limit** for Cyber-attack for all claims under all parts of this Section in the **cover period**

We do not give cover under any parts of this Section for

1. **your** overhead costs, general business expenses, salaries or wages
2. the cost of a ransom unless
 - **you** make all reasonable efforts to make sure the threat is genuine
 - **you** and **we** agree to pay the ransom

3. any claim from a person or company **you** give professional advice or services to
4. violation or alleged violation, use, misappropriation or disclosure of a patent or trade secret
5. computer hacking by **you**, a **director**, **partner** or **employee**
6. anything resulting from an upgrade or improvement to **your** applications systems or network
7. lost or **damaged** property except electronically held information and data
8. failure, outage, disruption of power, utility services, satellites, or telecommunications external services not under **your** direct operational control
9. death or **injury** or disease suffered or alleged to be suffered by anyone except mental anguish or distress resulting from adversely affecting their reputation or breach of privacy
10. any property confiscated, requisitioned, seized or destroyed by or order by any government, public or local authority
11. any order by any government, public or local authority such authority to take down, deactivate or block access to **your** computer system
12. any statement **you** knew, or should have known when it was used could adversely affect a reputation
13. any
 - fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business
 - deliberate violation of a law by **you** or by someone **you** knew about
 - act **you** knew, or should have known could result in a claim, loss, breach, privacy investigation, illegal threat or interruption to **your business**
14. any attempt to resolve or settle a claim through negotiation, mediation or alternative dispute resolution that **we** have not agreed to
15. any statement **you** knew, or should have known when it was used could adversely affect a reputation
16. **your** reckless disregard of another person's or business' rights
17. any claim by anyone **you** currently employ or previously employed, including freelancers and independent contractors
18. anything before the start of the first **cover period you a director, partner or employee** knew or should have known could lead to a claim against **you**
19. any claim from a person or company with a financial, executive or managerial interest in **your business**, or any business **you** have financial, executive or managerial interest in
20. anything resulting from **you** or any other company or person becoming bankrupt, liquidated or insolvent
21. any claim through a court outside the **UK**
22. any investigation resulting from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of **your** industry which is not solely related to an alleged breach of privacy by **you**
23. mistakes in financial statements or representations
24. breaking, or allegations of breaking, any tax, competition, restraint of trade, competition or anti-trust laws or regulations
25. goods, products or software **you** sell, supply, manufacture, construct, install, maintain, repair, alter or treat
26. distribution of email, direct mail, or facsimiles, audio recording, video recording or telemarketing that has not been asked for

Section 4: [intentionally omitted]

Section 5: Employment practices liability

In this Section “**you**” and “**your**” mean

- anyone who was, is, or during the **cover period** becomes a **director** and their
 - husband or wife, civil or unmarried partner
 - estate, heirs or legal representatives if they are incapacitated, insolvent, bankrupt or dead
- the trustees of **your** pension, employee benefit scheme or trust fund

1. Employees and other people

If an **employee** or someone else alleges

- wrongful, unfair or constructive dismissal, discharge or termination of employment
- breach of written or implied contract
- employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment
- negligent **employee** evaluation
- harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
- retaliation against an **employee** using or trying to use their legal rights
- defamation or invasion of privacy

We will pay

- the compensation and costs **you** a **director**, **partner** or **employee** are legally liable to pay
- **your costs and expenses**
- the costs to investigate the allegation
- the cost to defend proceedings in court if **we** and **your** legal representative agree that **you** have more than a 70% chance success

2. Witness costs

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

We will pay

- the amount of income **you**, a **director**, **partner** or **employee** lose up to the **cover limit**

3. Management buy-out

If during the **cover period** there is a management buy-out by members of **your** existing management team **we** will give **cover** for the new company under this Section for 30 days from the buy-out date

4. Other companies and charities

We will give **cover** under this Section for a **director**, **partner** or **employee** that **you** agree can work as an employee of

- a charity or association
- a company that **you** hold issued share capital in

We will not give **cover** for

1. a **director**, **partner** or **employee** working in any
 - company registered in the United States of America
 - listed company
 - financial services company
2. anything until any insurance or cover available to the charity, association or other company is fully used

We do not give **cover** under any parts of this Section for

1. anything caused by **your** failure to act in line with any collective bargaining agreement
2. **your** failure to pay any amount **you** must pay under a contract with an **employee** except defence costs and investigation costs
3. a deliberate breach of employment regulation, deliberately not following the advice given by the employment helpline, a solicitor or human resources advisor
4. a dishonest or fraudulent act carried out by **you** a **director**, **partner** or **employee**

5. anything resulting from **your** legal duties under the
 - health and safety requirements
 - payment of unemployment benefits
 - payment of social security benefits
 - payment of retirement benefits
 - payment of disability benefits
6. the failure to pay for anyone else's liability which **you** must legally take on under any contract or agreement. This does not apply to any liability that would have happened without the contract or agreement
7. any non-financial order
8. any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an **employee** other than basic salary from the original date of dismissal to the date of court or other order
9. any **employee's** loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme
10. the operation or administration of any pension or employee benefit scheme or trust fund and **your** breach of any legislation or regulation related to these activities
11. anything caused by **your** failure to pay taxes
12. anything caused by membership or non-membership of any trade union or similar organisation

Exclusions 1, 5, 6, 7, 8, 9, 10, 11 and 12 do not apply to

- allegations of retaliation by **you** against an **employee** using or trying to use their legal rights
- defence costs and investigation costs

Special conditions for this section

- The General condition, Information, will apply only under this section to a **director, partner** or **employee** who knew about a misstatement or omission that could affect the terms or conditions of this Policy
- All information provided before **we** agreed to insure **you** will be considered as a separate application for each **director, partner** or **employee**
- The knowledge of or any statement made by a **director, partner** or **employee** will not be applied to any other a **director, partner** or **employee** when deciding if **cover** is available

Section 6: Directors' and officers' liability

Directors' and officers' **cover** is for claims made in a **cover period**. Unless it says something different, whatever leads to a claim does not have to happen during the **cover period**

In this Section "**you**" and "**your**" mean

Anyone who was, is, or during the **cover period** becomes a **director** and their

- husband or wife, civil or unmarried partner
- estate, heirs or legal representatives if they are incapacitated, insolvent, bankrupt or dead

1. Directors' and officers' liability

If during the **cover period** there is a claim or civil, criminal, regulatory or arbitration proceedings against **you** resulting from or connected to the work or duties **you** carry out for the **business**

- for any act or alleged act, error or omission **you** commit or attempt including
 - breach of any duty, including fiduciary or legal duty
 - breach of trust
 - negligence, negligent misstatement, misleading statement or negligent misrepresentation
 - defamation
 - wrongful trading under section 214 of the Insolvency Act 1986 or other similar legislation
 - breach of warranty of authority
- for involuntary, constructive or gross negligence manslaughter
- from an **employee** resulting from their **employment** or **non-employment** by the **business**
- for operating or administering a pension scheme, employee benefit scheme or trust fund for the **business**
- for **pollution**

We will pay

- the compensation and costs **you** are legally liable to pay or the **business** decides to pay for **you** if **you** are legally liable to pay
- **your costs and expenses**
- the cost to defend proceedings in court
- the costs to investigate, pay or defend any claim made against **you** or to appeal any judgment, decision or award including the cost of an appeal bond or similar bond obtained for the appeal
- the cost of a bond or other financial cost to guarantee **your** bail
- **your** loss of income for each day **you** attend court

If during the **cover period** **you** receive notice of

- an official examination, enquiry or investigation into the **business** activities **you** are involved in, by a regulator, government department or other body legally able to do this

We will pay

- the legal costs, fees, charges and expenses to represent **you** that **you** or the **business** are legally responsible for

If the **cover limit** is fully used by payments under other parts of the **cover** under this Section **we** will continue to pay up to 10% of the **cover limit** for the legal costs

- to investigate, settle or defend any claim made against **you**
- to appeal any judgment, decision or award
- of an appeal bond or similar bond obtained for an appeal

We do not **cover**

1. the **excess** for claims from **employees**
2. more than the **cover limit** for all claims in a **cover period**
3. civil fines, regulatory fines, criminal fines or penalties, taxes and employment related benefits
4. any amount a court says **you** must pay
 - to punish **you**
 - to try to stop the same circumstances that led to the incident happening again
 - because **you** have caused someone distress, embarrassment or humiliation
5. routine regulatory supervision, enquiry or compliance review, any internal investigation or any

investigation into the business activities of **your** industry that is not related to a claim against **you** anything connected to or resulting from

6. a dishonest or fraudulent act or omission or any deliberate breach of any law or regulation
7. an act to get a profit or advantage for **you** that **you** are not legally entitled to
8. an act to get a profit or advantage for a company that **you** are a director, officer or employee of
9. any claim, investigation or circumstance that **you** were aware of or should reasonably have known about before the start of the first **cover period** if **you** did not have Directors' and officers' cover or similar cover immediately before the first **cover period**
10. any litigation or proceedings, pending litigation or proceedings including allegations from the same or similar facts, before the start of the **cover period**
11. the operation, administration, breach of legislation, regulation or rules for any defined benefit pension scheme
12. mental or emotional distress, sickness, disease, **injury** or death suffered by anyone, except an **employee** or the loss, damage, destruction or loss of use of any property except for health and safety or manslaughter cover
13. if **you** do not carry out **your** professional duties
14. anything after the **business** merges or consolidates with another company
15. getting any financial advantage that **you** are not entitled to, including paying back money wrongly received
16. a claim, loss or investigation resulting from anything that happens outside the **geographical limits**
17. anyone or any company owning 15% or more of the **business** share capital

2. Corporate liability

If during the **cover period** there is a claim under Part 1 Directors and officer's liability

We will pay

The compensation and costs the **business** is legally liable to pay as a result of the actions of the **director** and their

- husband or wife, civil or unmarried partner
- estate, heirs or legal representatives if they are incapacitated, insolvent, bankrupt or dead

We do not cover

1. more than the **cover limit** for all claims in a **cover period**
2. civil fines, regulatory fines, criminal fines or penalties, taxes and employment related benefits
3. any amount a court says **you** must pay
 - to punish **you**
 - to try to stop the same circumstances that led to the incident happening again
 - because **you** have caused someone distress, embarrassment or humiliation
4. routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry that is not related to a claim against **you** anything connected to or resulting from

5. a dishonest or fraudulent act or omission or any deliberate breach of any law or regulation
6. an act to get a profit or advantage for **your director** that **your director** is not legally entitled to
7. an act to get a profit or advantage for a company that **your director** is a director, officer or employee of
8. any claim, investigation or circumstance that **you** were aware of or should reasonably have known about before the start of the first **cover period** if the **business** did not have Directors' and officers' cover or similar cover immediately before the first **cover period**
9. any litigation or proceedings, pending litigation or proceedings including allegations from the same or similar facts, before the start of the **cover period**
10. the operation, administration, breach of legislation, regulation or rules for any defined benefit pension scheme
11. mental or emotional distress, sickness, disease, **injury** or death suffered by anyone, except an **employee** or the loss, damage, destruction or loss of use of any property except for health and safety or manslaughter
12. if **your director** does not carry out their professional duties
13. anything after the **business** merges or consolidates with another company

14. getting any financial advantage that **your director** is are not entitled to, including paying back money wrongly received
15. a claim, loss or investigation resulting from anything that happens outside the **geographical limits**
16. anyone or any company owning 15% or more of the **business** share capital
17. the use of any mechanically propelled vehicle that must have insurance under any law

Extended notification periods

3. Cancellation

If **we** or the **business** cancel or do not renew this Policy for any reason except non-payment of **contribution**, administration, liquidation or insolvency, **you** or the **business** may buy an extended notification period of 12 months for 50% of the full annual **contribution** if

- **you** or the **business** ask **us** to buy within 30 days of the end of a **cover period**
- this Policy is not replaced or succeeded by any other cover providing Directors' and Officers' liability
- at the end of the **cover period** the **business** has not merged or consolidated with another company

4. Takeovers and mergers

If the **business** merges or consolidates with another company during the **cover period**, the **business** may buy an extended notification period of 72 months from the end of the **cover period**. The **contribution** for the extended notification period is 200% of the annual contribution. The extended notification period only applies to something covered by this section committed or alleged before the date of the takeover or merger

5. Management buy-outs

If during the **cover period** there is a management buy-out, **we** will give **you** cover for **your** activities with the new company for 30 days from the buy-out date for something covered by this section committed or alleged after the buy-out date

6. Previous directors

If **you** stop being a director, member or officer of the **business** before the **business**

- does not renew this Policy
- takes out **cover** to replace this Policy

this Policy will continue for **you** for 72 months for something covered by this endorsement committed or alleged before the date **you** stopped being a director, member or officer of the **business** providing

- the **cover** is not renewed because the **business** is insolvent, in administration or liquidation
- **you** were not disqualified from holding a position with the **business**
- the 72 months runs at the same time as any Extended notification period

Section 7: Trustees liability

In this Section “**you**” and “**your**” includes anyone who is, was, or will be a director, trustee, committee member of **your business** or a member of **your** governing body or any of its subcommittees and their

- husband or wife, civil or unmarried partner
- estate, heirs or legal representatives if they are incapacitated, insolvent, bankrupt or dead

We give **cover** for incidents notified to **us** during the **cover period** up to the **cover limit** shown on **Your Business Cover Schedule** for all claims in the **cover period**

1. Trustee liability

If during the **cover period** there is any actual or alleged

- 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

by **you** or resulting from dishonest, fraudulent, criminal or malicious act or omission by an **employee**
We will pay

The amount **you** are legally liable to pay for

- compensation, **costs and expenses**

We will also pay

- the **costs and expenses** to
 - defend **you**
 - investigate or appeal any claim or criminal prosecution
 - to represent **you** at any official examination, inquiry, investigation or other proceedings connected to **your** activities

2. Corporate liability

If during the **cover period** there is a claim under Part 1 the **business** is legally liable as a result of the actions of anyone who is, was, or will be a director, trustee, committee member of the **business** or a member of the governing body or any of its subcommittees and their

- husband or wife, civil or unmarried partner
- estate, heirs or legal representatives if they are incapacitated, insolvent, bankrupt or dead

We will pay

The amount the **business** is legally liable to pay for

- compensation, **costs and expenses**

We will also pay

- the **costs and expenses** to
 - defend the **business**
 - investigate or appeal any claim or criminal prosecution
 - to represent **the business** at any official examination, inquiry, investigation or other proceedings connected to the activities of the **business**

3. Pollution defence costs

We will give **cover** for **costs and expenses** to defend **you** against any claim for polluting or contaminating buildings or other structures or water, land or the atmosphere resulting from any act covered by this Section that happened during the **cover period**

4. Witness costs

If **we** ask **you**, a **director, partner, employee**, trustee, committee member, or a member of **your** governing body or any of its subcommittees and their

- husband or wife, civil or unmarried partner
- estate, heirs or legal representatives if they are incapacitated, insolvent, bankrupt or dead

to go to court as a witness for a claim that **we** agree to pay under this Section

We will pay

the amount of income **you**, a **director, partner, employee**, trustee, committee member or a member of **your** governing body or any of its subcommittees and their

- husband or wife, civil or unmarried partner
- estate, heirs or legal representatives if they are incapacitated, insolvent, bankrupt or dead

lose up to the **cover limit**

5. Extended reporting period

If **we** or **you** cancel or do not renew this Section **you** can extend the **cover** under this Section for 12 months from the cancellation date or expired renewal date. **We** will give **cover** for legal liability resulting from any act covered by this Section that happened before the cancellation date or expired renewal date, if **you**

- tell **us you** want the extended **cover** within 10 days of the cancellation date or expired renewal date
- pay 50% of the latest annual contribution within 30 days of the cancellation date or expired renewal date

6. Retired Insured Persons

If **you** do not renew this Section and someone covered by this Section retires before the date **you** do not renew, **cover** under this Section will continue for 6 years from the date **you** did not renew for incidents involving the retired person before the date they retired

7. Liquidation, Termination or Dissolution

If **your business** is liquidated, terminated or dissolved **cover** under this Section will continue for incidents happening before the liquidation, termination or dissolution

We do not **cover** under this Section

1. **costs and expenses we** have not agreed in writing
2. **injury**, sickness, disease, death or emotional stress or other health issues
3. lost or **damaged** property or loss of use
4. libel, slander, malicious actions or statements or any form of invasion of privacy
5. anything covered by this section **you** or the **business** knew could result in a claim but took no action to prevent it
6. a decision of a court outside the **UK**
7. breach of any law about any
 - **employee** profit share or other **employee** benefit scheme
 - social benefit system
 - trust to provide benefits to **employees**
8. any deliberate dishonest or fraudulent act or omission or any deliberate violation of any law
9. breach of copyright, patent, trade mark or service mark, passing off or plagiarism or any other breach of intellectual rights
10. breach of any pension plan, pension scheme or pension fund rule or requirement
11. anything resulting from pollution or contamination
12. any circumstance before the **cover period** started that has been reported to any previous insurer or that **you** or the **business** knew or ought to have known could result in a claim
13. legal action started or pending before the **cover period** started or anything in the **cover period** resulting from the same or similar cause as the legal action before the **cover period** started
14. breach of professional duty from advice, design or specification or other professional services
15. any amount a court requires **you** or the **business** to pay
 - to punish **you** or the **business**
 - to try to stop the same circumstances that led to the incident happening again
 - because **you** or the **business** have caused someone distress, embarrassment or humiliation
 - as fines or penalties
 - anything that happens after a take-over or merger

Section 8: Professional indemnity

This Section only applies if **you** chose it and is included on **Your Business Cover Schedule**

This Section explains the **cover** for civil claims made against **you** as a result of **your business** activities. **Your Business Cover Schedule** shows the **cover limits** and the **excess you** must pay

Important

We will only give **cover** for claims made against **you** and first notified to **us** during the **cover period**

1. Civil liability

If someone makes a civil liability claim against **you** during the **cover period** as a result of **your business** activities

We will pay

- the amount **you** are legally liable to pay as compensation up to the **cover limit** for each claim that results from
 - the same act, error or omission
 - a series of acts, errors or omissions from the same source or original cause
 - more than one person, firm, company or organisation included in this Policy
 - dishonesty or fraud, carried out by one person or people acting together
 - **costs and expenses**

2. Documents

If **documents** that are part of or connected to **your business you** are responsible for are lost, stolen or **damaged** during the **cover period**

We will pay

- the cost up to the **cover limit** to replace or restore the **documents**

We do not give **cover** under this Section for

1. anything caused by, resulting from or related to **asbestos** or any material containing **asbestos** in whatever type or quantity
2. anything caused by resulting from or related to construction, erection, installation or maintenance works, the manufacture or supply of materials or equipment
3. any compensation or legal costs for a breach of a contract
4. any claim resulting from or connected to a firm, company or organisation
 - with a financial interest in **your business**
 - that any of **your** partners, directors or principals have a controlling interest
5. the failure of any computers or equipment to correctly recognise any date and process data, or work properly
6. any claim against **you** or **your directors**, officers or trustees as a result of a breach of their duties
7. any fraudulent or dishonest act or omission including
 - any fraudulent or dishonest act or omission carried out or accepted by any person after there is reasonable cause to suspect fraud or dishonesty by that person
8. defamation, unless **you** acted in good faith or **you** could not reasonably have known about or prevented a defamatory statement
9. any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore
10. **documents** stored on a computer system unless they are backed up or duplicated daily
11. bearer bonds, coupons, bank or currency notes and negotiable documents
12. employment related disputes, or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, previous or prospective **employee**
13. fines, penalties and any amount a court requires **you** to pay
 - to punish **you**
 - to try to stop the same circumstances that led to the incident happening again
 - because **you** have caused someone distress, embarrassment or humiliation

14. anything resulting from or connected to any goods or materials **you** supply, use, or supply for the manufacture, repair, sale, installation or maintenance of any product
15. **injury to**
 - an **employee**
 - any person as a result of any physical, mental or cosmetic treatment
16. anything resulting from or connected to **your** insolvency or bankruptcy
17. anything resulting from or connected to the management of financial transactions
18. anything resulting from or connected to obscene, blasphemous or pornographic material on the internet
19. anything resulting from or connected to a partnership, venture or joint venture **you** are a member of
20. any claim under the laws of the United States of America or Canada, or any territories within their jurisdictions
21. anything resulting from or connected to any pension fund, plan or scheme, trust or financial benefit for **you** or any **employee**
22. anything resulting from or connected to **pollution**, contamination or any environmental damage
23. claims
 - first made or **you** knew about or should have known about before the **cover period** started or the retroactive date shown on **Your Business Cover Schedule**
 - first made more than 7 days after the end of the **cover period**
 - not notified to **us** during or within 7 days of the end of the **cover period**
 - notified under any other cover or insurance
24. anything resulting from or connected to any land, building, structure, property or goods **you** own, lease, use or are responsible for
25. anything resulting from or connected to any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination
26. trading losses or trading liabilities of **your business**
27. the transmission or receipt of any computer virus, program code, programming instruction, set of instructions that damage, interfere with or affect computer programs, data files or operations

Section 9: Money

This Section explains the **cover** for **your money, non-negotiable money** and **cards**. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section, each place where **you** keep **money** and **non-negotiable money** and while **in transit**

If the **cover limit** you chose for **money** in **business hours** is less than any of the three **cover limits** for **money** carried by adults shown on **Your Business Cover Schedule**, the **cover limit** for **money** in **business hours** will apply instead of these limits

There are **excesses** that apply to each part of this Section shown on **Your Business Cover Schedule**

1. Money and non-negotiable money

If during the **cover period** **money** and **non-negotiable money** connected to **your business** is

- lost, stolen or **damaged** at **your premises**
- stolen in transit between **your premises** and **your bank**
- stolen in transit between **your premises** and **you, a director's, partner's** or an authorised **employee's home**
- stolen from **you, a director's, partner's** or an authorised **employee's home**
- stolen in transit between **you, a director's, partner's** or an authorised **employee's home** to **your bank**

and

- **you, a director's, partner's** or **employee's personal belongings** are stolen or **damaged** as a result of the theft or attempted theft of **money** or **non-negotiable money**

We will pay

- the cost to **reinstale** the lost, stolen or **damaged money, non-negotiable money** or **personal belongings**

Special conditions for this Section

- outside **business hours** all cash till drawers must be left open or removed and the contents removed and kept securely somewhere else
- outside **business hours** all safes must be locked and
 - the keys or combination code are not left on the **premises** or
 - the keys or combination code are only kept by **you, a director, partner** or an authorised **employee**
- outside **business hours non-negotiable money** must be kept in a locked draw, cupboard or other similar secure place
- when **money** is in transit **you** must follow minimum precautions including
 - using different times, routes and ways to transport the **money**
 - the following minimum number of able-bodied adults must carry the **money** and it must be shared equally between them

Amount	Number of able-bodied adults
£1 - £3,000	1
£3,001 - £6,000	2
£6,001 - £10,000	3

- any amount over £10,000 must be carried by a specialist security company unless **Your Business Cover Schedule** says something different

If the amount of **money** carried is more than the amounts shown **we** will not consider claims for any amount unless **you** can show the amount of **money** carried did not increase the risk of theft

- **you** and **your directors, partners** and **employees** must keep to all security protocols that apply to **your business** about electronic fund transfers and payments published by UKash, Paypoint, Western Union and similar entities, lottery operators and mobile phone top-up voucher givers

We do not give **cover** for **money** or **non-negotiable money** lost or stolen

1. resulting from **your dishonesty, a director's, partner's** or an **employee's dishonesty**
2. from **your premises** or an authorised person's home unless it involves

- force or a violent act to get in or out of **your premises** or the home
 - threat of assault or violence to any person lawfully at the **premises** or the home
3. from an unattended vehicle unless
 - the money is hidden from view in a closed boot, luggage, storage or glove compartment and
 - all windows are closed and all ways to get into the vehicle are locked and the alarm is on
 4. caused by or resulting from counterfeit money, forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer
 - from currency depreciating or a cheque that is not honoured
 5. resulting from clerical or accounting errors
 6. outside the **UK**
 7. not notified to the carrier in any specific time limit set out in the contract with the carrier
 8. if **you** do not take reasonable care to choose honest and competent **directors, partners, employees** and carriers to transport **money**
 9. if **you** have agreed to give **your money** to someone
 10. if it is included somewhere else in this Policy

We do not give **cover** for

11. **money** lost while **in transit**
12. **money** stolen while in transit unless it involves force or a violent act
13. lottery tickets, lottery winnings, scratch cards, raffle tickets, stamps that are part of a collection, promotional vouchers, air miles vouchers, credit notes and store or loyalty points
14. **money** connected with any other business
15. personal **money**
16. anything caused by or resulting from an interruption or interference with **your business** because **money** is lost or stolen
17. **money** sent by post
18. **money** in coin-operated gaming devices and machines
19. **money** **you** can recover from a specialist security carrier
20. more than the declared maximum amount of **money** kept on the **premises** shown on **Your Business Cover Schedule**

2. Unauthorised use of cards

If an unauthorised person uses any **card** connected with **your business** during the **cover period**

We will pay

- to **reinststate** the amount of money **you** have lost

We do not give **cover** for any amount of money lost through unauthorised use

1. following the theft of a **card** from an unattended vehicle unless
 - the **card** is hidden from view in a closed boot, luggage, storage or glove compartment and
 - all windows are closed and all ways to get into the vehicle are locked and the alarm is on
2. resulting from **your** dishonesty, a **director's, partner's** or an **employee's** dishonesty
3. included somewhere else in this Policy

Section 10: Stock

This Section only applies if **you** chose it and is included on **Your Business Cover Schedule**

This Section of the Policy explains the **cover** for **your stock**. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section and the **excess you** must pay for each part of this Section **Excesses** will only apply once if there is a series of claims from the same cause in a single continuous period of 72 hours

1. Damage or theft

If **your stock** or goods **your business** has sold but not delivered are stolen or **damaged** at **your premises** during the **cover period** by

- fire, smoke, explosion, lightning or earthquake
- **storm** or flood
- theft or attempted theft
- impact by aircraft, other aerial devices, animals, vehicles and anything falling from them
- television or radio aerials, satellite dishes, fittings or masts and security equipment
- falling trees and branches, lamp posts, electricity pylons and telegraph poles
- escape of water from any fixed water or heating system
- escape of fuel from any fixed oil-fired heating installation
- riot or civil commotion
- strikers, lockout workers or persons taking part in labour disturbances
- malicious **damage**
- **subsidence, heave** or **landslip**
- **accidental damage** if **you** have **cover** under Section 12 Contents part 14 Accidental damage

We will pay up to the **cover limit** for

- the cost to **reinstate** the **damaged** or stolen **stock** and goods sold
- the value of any cancelled sale contract for the **damaged** goods sold but not delivered

We do not give **cover** for

1. **damage to stock** that is not on racks, stillages, pallets or something similar that are at least 150mm above floor level
2. **damage to stock** in a chill or deep freeze unit
3. **stock** at an exhibition
4. **stock** in the open or in a **building** with one or more open ends or sides
5. any **stock** insured somewhere else
6. **money** and **documents**
7. consumable items that are not for sale
8. explosives, except fireworks stored in line with Government or local regulations or bye-laws

2. Removal, dismantling or breaking up

If **we** agree to pay a claim for **damage to stock** under this Section

We will pay

- the costs to remove, dismantle or break up the **stock**

3. Trace and access

If **your stock** is **damaged** during the **cover period** as a result of water or fuel heating oil at the **premises** escaping

We will pay

- the costs to find the source of the **damage** and
- the cost to repair the source of the **damage**

4. Seasonal increase

We will increase the **cover limit** for **stock** by 50%

- during November and December

- 31 days before Easter Monday
- at any other time shown on **Your Business Cover Schedule**

We do not give **cover** for any

1. extra alcohol and tobacco **stock** kept on the shop floor
2. extra alcohol and tobacco **stock** not in a locked store room or cage

Section 11: Buildings

This Section only applies if **you** chose it and it is included on **Your Business Cover Schedule**

This Section explains the **cover** for **your buildings**. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section and the **excess you** must pay for parts of this Section

If during the **cover period your buildings** are stolen or **damaged** by something included under parts 1 to 14 of this Section

We will pay

- up to the **cover limit** for this Section to repair or replace **your buildings** or for parts
 - 15, 16, 17, 18, 19, 20, 23, 24, 25, 26 and 27 up to the **cover limit** for **cover** given that part
- For parts 15, 16, 17, 18, 19, 20, 23, 24, 25 and 26 the **cover limit** for each part is within the **cover limit** for this Section

if

- the total costs to repair or replace **your buildings** and
 - the costs covered in parts 15, 16, 17, 18, 19, 20, 23, 24, 25, 26 and 27
- are more than the **cover limit** for this section **we** will pay up to an extra 30% of the **cover limit** for the repair, replacement or cost covered

We do not give cover under this Section **for**

1. land or water
2. piers, jetties, bridges, culverts or excavations
3. plants or trees except hedges
4. petrol pumps, fuel, underground fuel storage, fuel supply equipment, display signs and car wash equipment
5. radio aerials, television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts
6. the value of the **property** reducing as a result of rebuilding or repairing the **buildings**
7. the cost of maintaining, extending, improving or refurbishing any part of the **property**
8. **damage** or theft of anything **you** are building, **damage** or theft of materials and supplies used on something **you** are building
9. **damage** to dynamos, transformers, motors or other machines or apparatus that generate or use electricity or any part of the electrical installation by over-running, a short-circuit, abnormal currents, self-heating or self-ignition
10. **damage** to, caused by or resulting from a thatched roof that has not been inspected and certified by a qualified thatcher in the 5 years before the **damage** happens

1. Fire, smoke, explosion, lightning or earthquake

If **your buildings** are **damaged** by fire, smoke, explosion, lightning or earthquake

We will pay

- the cost to **reinstate** the **damaged buildings**

We do not give cover for **damage**

1. caused by spontaneous fermentation or heating
2. caused by any process that involves applying heat
3. caused by smog, industrial or agricultural work or anything that happens gradually
4. when the **property** is **unoccupied**
5. caused by a boiler, except a domestic boiler, economiser or other machine, vessel or apparatus with internal pressure created by steam, bursting that **you** own or are responsible for
6. caused by a machine, vessel or apparatus, or its contents, that belongs to **you** or is under **your** control that must be examined to keep to any statutory regulations, except if it is covered under an insurance policy, contract or maintenance scheme that gives the required inspection service
7. caused by subterranean fire

2. Storm or flood

If **your buildings** are **damaged** by

- **storm** or flood
- water that backs up in a drain or sewer as a result of a **storm** or flood

We will pay

- the cost to **reinstate** the **damaged buildings**

We do not give cover for **damage** caused by

1. rain that is not part of a **storm**
2. freezing
3. **subsidence, heave** or **landslip**
4. underground streams, rivers, water in the spaces in underground soil and rock and a rise in the **water table**
5. water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank

We do not give cover for **damage** to

6. moveable **buildings** or parts of **buildings** in the open
7. car parks, paths, drives and other paved or hardstanding areas, trellises, radio aerials, television aerials or satellite dishes
8. boundary walls, fences, gates and hedges
9. cantilevered carports, canopies or awnings
10. any felt roof if the felt is more than 10 years old
11. swimming pools and swimming pool covers
12. solar panels, wind turbines or ground source heating pumps

3. Theft or attempted theft

If all or part of **your buildings** are **stolen** or **damaged** as a result of

- theft or attempted theft
- following violence or the threat of violence against **you**, a **director, partner** or **employee**

We will pay

- the cost to **reinstate** the stolen items or the **damaged buildings**

We do not give cover for theft or **damage** by theft or attempted theft

1. by **you** or a member of **your** family
2. by a **director, partner** or **employee** or a member their family
3. that happens when the **buildings** are unattended unless all security devices required under this Policy are fully operating
4. that does not involve force or a violent act to get into the **buildings**
5. when the **property** is **unoccupied**

4. Impact by aircraft, other aerial devices, animals, vehicles and anything falling from them

If **your buildings** are **damaged** by aircraft, other aerial devices, animals, vehicles and anything from them hitting or falling on the **buildings**

We will pay

- the cost to **reinstate** the **damaged buildings**

We do not give cover for **damage** caused by

1. a vehicle **you** own
2. domestic pets

5. Falling television or radio aerials, satellite dishes, fittings or masts and security equipment

If **your buildings** are **damaged** by television aerials, radio aerials, satellite dishes, fittings, masts or security equipment falling on them

We will pay

- the cost to **reinstate** the **damaged buildings**

We do not give cover for **damage**

1. to the television aerials, radio aerials, satellite dishes, fittings, masts or security equipment

6. Falling trees and branches, lamp posts, electricity pylons or telegraph poles

If **your buildings** are **damaged** by falling trees, branches, lamp posts, electricity pylons or telegraph poles

We will pay the cost to

- **reinstate** the **damaged buildings**
- remove the items causing the **damage**

We do not give **cover** for **damage** caused

1. during tree felling, lopping or topping
2. to trees or branches
3. to fences, gates or hedges

We do not give **cover** for

4. the cost to restore the area around the **damage** that is not one of **your buildings**
5. the cost to remove a fallen tree or branch that has not caused **damage** to the **buildings**

7. Escape of water from any fixed tank, apparatus or pipe or automatic sprinkler system

If **your buildings** are **damaged** by escaped water

We will pay

- the cost to **reinstate** the **damaged buildings** and any internal fixed water tank, apparatus or pipe caused by freezing or bursting

We do not give **cover** for **damage** caused by

1. freezing unless all water tanks, pipes in the loft and other pipes that could freeze are properly insulated
2. freezing in **outbuildings**
3. water overflowing from washbasins, sinks, showers, baths or bidets as a result of the taps being left on
4. the failure or lack of sealant in or on pipes or **sanitary ware** or the failure or lack of grout or tiles
5. **subsidence, heave** or **landslip** that results from escaped water
6. water from guttering, rainwater downpipes, roof valleys and gullies
7. a lack of maintenance or general wear and tear

We do not give **cover** for **damage** to

8. swimming pools and their fixed equipment
9. the **property** while it is **unoccupied**

8. Escape of fuel from any fixed heating installation

If **your buildings** are **damaged** by fuel oil or liquid petroleum gas (LPG) escaping

We will pay the cost

- to **reinstate** the **damaged buildings**

We do not give **cover** for **damage**

1. caused by **subsidence, heave** or **landslip**
2. while the **property** is **unoccupied**

9. Damage by leaking drinks

If **your buildings** are **damaged** by drinks escaping from storage containers, pipes or apparatus

We will pay the cost

- to **reinstate** the **damaged buildings**

We do not give **cover** for **damage**

1. while the **property** is **unoccupied**

10. Riot or civil commotion

If **your buildings** are **damaged** or stolen during a riot or civil commotion

We will pay the cost

- to **reinstate** the **damaged** or stolen **buildings**

We do not give **cover** for **damage** or theft that happens

1. in Northern Ireland except **damage** by fire or explosion
2. while the **property** is **unoccupied**

11. Strikers, lockout workers or persons taking part in labour disturbances

If **your buildings** are **damaged** or stolen by strikers, lockout workers or persons taking part in labour disturbances

We will pay the cost

- to **reinstate** the **damaged** or stolen **buildings**

We do not give **cover** for **damage** or theft

1. caused by or resulting from employees of a business stopping work to protest
2. that happens while the **property** is **unoccupied**
3. that happens in Northern Ireland except **damage** by fire or explosion

12. Malicious damage

If **your buildings** are **damaged** by someone's malicious act

We will pay the cost

- to **reinstate** the **damaged buildings**

We do not give **cover** for **damage**

1. caused by **you**, a **director**, **partner** or an **employee**
2. caused by theft or attempted theft, fire or explosion
3. caused by or resulting from employees of a business stopping work to protest
4. that happens in Northern Ireland
5. that happens in an unsecured or unlocked **building**
6. while the **property** is **unoccupied**

13. Subsidence, heave or landslip

If **your buildings** are **damaged** by **subsidence**, **heave** or **landslip** including **damage** by **subsidence** or **heave** caused by water escaping from any tank, apparatus, pipe or automatic sprinkler system

We will pay the cost

- to **reinstate** the **damaged buildings**

We do not give **cover** for **damage** resulting from

1. anything that happened before this Policy started
2. the collapse of any **building**
3. normal settlement, expansion or shrinkage
4. settlement or movement of made-up ground
5. coastal or riverbank erosion
6. a change in the **water table** level
7. compaction of infill within the first 10 years after any **buildings** were constructed
8. fire, subterranean fire, explosion or earthquake
9. failure by the builders to follow good building practice
10. construction, demolition, repair or structural alteration
11. groundworks or excavations at the **property**
12. faulty equipment and materials or not following manufacturer's instructions
13. faulty or defective workmanship or design
14. **subsidence** due to the weight of the **building**
15. mine workings under the **property**
16. **subsidence**, **heave** or **landslip** if it has happened before on the land where the **property** is built

We do not give **cover** for **damage** to the following unless there is **damage** to a **building** at the same time by the same cause

17. fixtures and fittings, permanently wired fixed alarm systems
18. drives, terraces, paths, patios and other paved or hardstanding areas, walls, fences, gates, hedges or trellises
19. tennis courts, outdoor swimming pools, hot tubs, ornamental ponds and fountains
20. septic tanks, fixed fuel tanks, ground source heating pumps, drains, pipes and cables
21. permanently fixed statues, pergolas and gazebos

We do not give **cover** for

22. **damage** to solid floor slabs and non-load-bearing walls or **damage** caused by solid floor slabs and non-load-bearing walls moving unless the foundations under the load-bearing walls of the **building** are **damaged** at the same time and by the same cause
23. the cost of stabilising the site

14. Accidental damage

If **accidental damage** happens to **your buildings**

We will pay the cost

- to **reinstate** the **damaged buildings**

We do not give **cover** for **damage**

1. included or specifically excluded anywhere in this Policy except **storm damage** to solar panels and wind turbines
2. by water entering the **property** if it is not caused by **storm** or flood
3. that happens when the **property** is **unoccupied**

15. Debris removal

If something included under Section 11 Buildings parts 1 to 14 causes **damage** to the **buildings** and **we** agree to pay a claim for that **damage**

We will pay the costs to

- dismantle, demolish, shore up or prop up any **damaged** parts of the **buildings**
- take away debris from the **property**
- clean or remove undamaged parts of the **buildings**

16. Professional fees

If the **buildings** are stolen or **damaged** by something included under Section 11 Buildings parts 1 to 14 and **we** agree to pay a claim for that **damage** or theft, included in the **cover limit** for Section 11 Buildings parts 1 to 14

We will pay the cost of

- Architects', surveyors', lawyers' and consulting engineer's fees and costs to **reinstate** the **damaged buildings**

17. Additions and alterations

If additions, alterations and improvements to the **property** are stolen or **damaged** by something included under Section 11 Buildings parts 1 to 14 while work is carried out on them, or if **you** buy a new building at the **property** and it is **damaged** by something covered under Section 11 Buildings parts 1 to 14 or stolen

We will pay

- to **reinstate** the **damaged** or stolen additions, alterations, improvements and new **building**

We do not give **cover** for

1. any amount **your property** has increased in value because of the addition, alteration or improvement
2. anything insured somewhere else **Emergency access**

If during the **cover period** the police, fire brigade or ambulance services go to an emergency at the **property** and cause **damage** to **your buildings** because

- they have to force their way in or
- to prevent **damage** to **your buildings**

We will pay

- to **reinstate** the **damaged buildings**

We do not give **cover** for **damage**

1. caused by a police raid
2. that is excluded anywhere in this Section 11 Buildings
3. insured somewhere else

19. Fire extinguishers, sprinklers and fire alarms

If the **buildings** are **damaged** by something included under Section 11 Buildings parts 1 to 14 and as a result **your** fire extinguishers, sprinklers and fire alarms are used, and **we** agree to pay a claim for that **damage** or theft

We will pay to

- refill fire extinguishers
- recharge gas flooding systems
- replace used sprinkler heads

- refill sprinkler tanks with metered water
- reset fire and intruder alarms

20. Locks and keys

If the keys to the **property**, a safe or strong room in the **premises** are lost or stolen during the **cover period**

- from inside the **buildings** following entry by force or a violent act or
- from inside **your** home or the home of a **director, partner** or authorised **employee** or
- following an assault on **you**, a **director, partner** or authorised **employee**

We will pay

- to get into the **property**, safe or strong room
- to replace keys, locks and locking mechanisms for external doors, windows, safes, strong rooms and intruder alarms

We do not give cover for

- the theft of safe keys or strong room keys from the **premises** outside **business hours**

21. Public authority and European Union requirements

If **we** agree to pay a claim under Section 11 Buildings parts 1 to 14 for **damaged** or stolen **buildings**, included in the **cover limit** for Section 11 Buildings

We will also pay

- the extra costs to meet current buildings regulations, local authority or European Union legislation or other statutory conditions or requirements to **reinstate** the
 - **damaged** or stolen parts of the **buildings**
 - undamaged parts of a **damaged** or stolen **building**
 - water supply equipment for the sprinkler system

We do not give cover for costs resulting from

1. any notice to keep to any regulations **you** received before the **damage** or theft happened
2. any delay complying with any regulations
3. **reinstatement** that takes longer than 12 months from the date of the **damage** or theft, unless **we** agree in writing

We do not give cover for costs

4. to **reinstate** undamaged **buildings**
5. to **reinstate** undamaged parts of the **damaged** or stolen **building** that are more than 15% of what it would cost to
 - **reinstate** the whole **building** if it was totally destroyed or
 - **reinstate** the **damaged premises** if they were totally destroyed when there is more than one **premises** included in this Policy
6. resulting from **damage** or theft that happened before **cover** under this Section started
7. that relate to any existing requirement that **you** have to keep to within a specified period
8. of any rate, tax, duty or other charge or assessment resulting from the value of the **property** increasing
9. for water supply equipment to supply undamaged parts of the sprinkler system if the same water supply equipment supplies the **damaged** and undamaged parts of the sprinkler system. If the supply is to the **damaged** and undamaged sprinkler system **we** will not pay more than a percentage of the costs of the new equipment based on the percentage the **damaged** part of the sprinkler system is to the whole sprinkler system
10. to **reinstate** at another site that are more than the costs to **reinstate** at **your property**

22. Selling the property

If **you** agree to sell the **property** during the **cover period**

We will give cover

- to the buyer under Section 11 Buildings parts 1 to 14 up to the **cover limit** for those parts from the time **you** exchange contracts, or accept the offer to purchase in Scotland, until the buyer completes the purchase

We do not give cover for anything

1. covered by the buyer's insurance

2. that happens after completion of the sale
3. that happens when the **property** is **unoccupied**
4. if the buyer does not keep to all the terms of this Policy

23. Temporary removal

If during the **cover period** part of the **buildings** are **damaged** or stolen while they are temporarily removed or **in transit** to or from the **premises** for cleaning, renovation, repair or similar

We will pay

1. to **reinstate** the **damaged** or stolen part of the **building**

We do not give cover for

2. anything insured somewhere else

24. Trace and access

If the **property** is **damaged** by something included under Section 11 Buildings part 7 Escape of Water or part 8 Escape of fuel or liquid petroleum gas (LPG) and **we** agree to pay a claim for that **damage**

We will pay

- the costs to find the source of the escape and
- the cost to **reinstate** the **damage** caused by trying to find the source

25. Underground services

If underground

- drains, pipes, cables that give services to or from the **buildings**
- inspection covers and underground tanks at the **premises**
- telephone wires
- telephone, gas, electricity and water meters

are stolen or **damaged** by something included under Section 11 Buildings parts 1 to 14

We will pay

- to **reinstate** the **damaged** or stolen item

We do not give cover for

1. **damage** or theft of any above ground drains, pipes or cables
2. any oil or metered water lost as a result of the **damage** or theft
3. the costs of clearing blocked sewer pipes, drains, pipes or underground tanks
4. **accidental damage** to pitch fibre pipes caused by the weight of soil or other covering material
5. de-lamination of pitch fibre pipes
6. the cost to find the source of the **damage**
7. the costs to clear a blockage
8. the costs to **reinstate** any wall, drive, fence or path that has to be removed or is **damaged** during the search for the cause of the **damage**
9. **accidental damage** or theft that happens when the **property** is **unoccupied**
10. **damage** caused by or resulting from movement, shrinkage or expansion
11. **damage** caused by or resulting from collapse or cracking of the item
12. **damage** caused by or resulting from the demolition, structural alteration or structural repair of the **buildings**

Section 12: Contents

This Section only applies if **you** chose it and is included on **Your Business Cover Schedule**

This Section explains the **cover** for **your contents**. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section and the **excess you** must pay for parts of this Section

If, during the **cover period**, **your contents** are stolen or **damaged** by something included under Section 12 Contents parts 1 to 14

We will pay

- up to the **cover limit** for this Section or up to the **cover limit** for the part of this Section

For parts 15 to 26 the **cover limit** for each part is within the **cover limit** for this Section

There is a **cover limit** for each unspecified **valuable** and a **cover limit** for all unspecified **valuables**, these amounts are shown on **Your Business Cover Schedule**

We do not give cover for

1. permanent fixtures and fittings and permanent flooring including landlord's fixtures and fittings and permanent flooring
2. **money, cards and documents**
3. mechanically propelled or mechanically assisted vehicles
4. caravans, aircraft, trailers and their accessories
5. watercraft and their accessories except dinghies, canoes, kayaks and windsurfers
6. any living creature
7. explosives, except fireworks stored in line with Government or local regulations or bye-laws
8. non-ferrous metals, tobacco, cigarettes, cigars, wines and spirits
9. any item at or **in transit** to or from an exhibition and goods **in transit**
10. **stock** including prescription drugs
11. refrigerated and frozen food
12. **damage** to dynamos, transformers, motors or other machines or apparatus that generate or use electricity or any part of the electrical installation by over-running, a short-circuit, abnormal currents, self-heating or self-ignition
13. any individual item of **contents** worth more than £20,000 **you** have not told **us** about and **we** have not agreed to give **cover** in writing

1. Fire, smoke, explosion, lightning or earthquake

If **your contents** are **damaged** by fire, smoke, explosion, lightning or earthquake

We will pay

- the cost to **reinstate your damaged contents**

We do not give cover for **damage**

1. caused by spontaneous fermentation or heating of an item
2. caused by any process that involves applying heat
3. caused by smog, industrial or agricultural work or anything that happens gradually
4. when the **property** is **unoccupied**
5. caused by a boiler, except a domestic boiler, economiser or other machine, vessel or apparatus with internal pressure created by steam only, bursting that **you** own or are responsible for
6. caused by a machine, vessel or apparatus, or its contents, that belongs to **you** or is under **your** control that must be examined to keep to any statutory regulations,
7. unless it is covered under an insurance policy, contract or maintenance scheme that gives the required inspection service
8. caused by riot or civil commotion
9. caused by subterranean fire

2. Storm or flood

If **your contents** are **damaged** by

- **storm** or flood
- water that backs up in a drain or sewer as a result of a **storm** or flood

We will pay

- the cost to **reinstate your damaged contents**

We do not give **cover** for **damage** caused by

1. rain that is not part of a **storm**
2. freezing
3. **subsidence, heave or landslip**
4. underground streams, rivers, water in the spaces in underground soil and rock and a rise in the **water table**
5. water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank

We do not give **cover** for **damage** to

6. **contents** in the open
7. **contents** when the **property** is **unoccupied**

3. Theft or attempted theft

If **your contents** are stolen or **damaged** resulting from

- theft or attempted theft
- violence or the threat of violence against **you**, a **director, partner** or **employee**

We will pay

- the cost to **reinstate** the stolen or **damaged** items and
- if **your cover** does not include Section 11 Buildings we will also pay for **damage** to the **buildings** that results from theft or attempted theft if
 - **you** are legally liable to pay for such **damage** to the **buildings** and
 - the **damage** is not insured somewhere else

We do not give **cover** for theft or attempted theft or **damage** caused by theft or attempted theft

1. by **you** or a member of **your** family
2. by a **director, partner, employee** or a member of their family
3. that happens when the **property** is unattended unless all security devices required under this Policy are fully operating
4. that does not involve force or a violent act to get into the **buildings**
5. and **damage** caused by or resulting from a safe or strong room being opened by a key or combination code that is left on the **premises** outside **business hours**
6. of **contents** in the open or in an open-sided **building**
7. when the **property** is **unoccupied**

4. Impact by aircraft, other aerial devices, animals, vehicles and anything falling from them

If **your contents** are **damaged** by aircraft, other aerial devices, animals, vehicles and anything from them hitting or falling on **your contents**

We will pay

- the cost to **reinstate** the **damaged contents**

We do not give **cover** for **damage** caused by

1. a vehicle **you** own
2. domestic pets

5. Television or radio aerials, satellite dishes, fittings or masts and security equipment

If **your contents** are **damaged** by television aerials, radio aerials, satellite dishes, fittings, masts or security equipment falling on them

We will pay the cost to

- **reinstate** the **damaged contents**
- **reinstate** the television or radio aerials, satellite dishes, fittings or masts and security equipment

We do not give **cover** for **damage**

1. when the **property** is **unoccupied**

6. Falling trees and branches, lamp posts, electricity pylons or telegraph poles

If **your contents** are **damaged** by falling trees, branches, lamp posts, electricity pylons or telegraph poles

We will pay the cost to

- **reinstate the damaged contents**

We do not give **cover** for **damage** caused

1. during tree felling, lopping or topping
2. to trees or branches
3. to fences, gates or hedges

We do not give **cover** for

4. **damage** that happens when the **property** is **unoccupied**

7. Escape of water from any fixed tank, apparatus or pipe or automatic sprinkler system

If **your contents** are **damaged** by escaped water

We will pay

- the cost to **reinstate the damaged contents**
- the cost of any lost metered water shown by an excess water charge by the local water company

We do not give **cover** for **damage** caused by

1. freezing unless all water tanks, pipes in the loft and other pipes that could freeze are properly insulated
2. freezing in **outbuildings**
3. water overflowing from washbasins, sinks, showers, baths or bidets as a result of the taps being left on
4. the failure or lack of sealant in or on pipes, in or on **sanitary ware** or the failure or lack of grout or tiles
5. **subsidence, heave or landslip** that results from escaped water
6. water from guttering, rainwater downpipes, roof valleys and gullies
7. a lack of maintenance or general wear and tear

We do not give **cover** for **damage** to

8. swimming pools and their fixed equipment
9. **contents** while the **property** is **unoccupied**

8. Escape of fuel from any fixed heating installation

If **your contents** are **damaged** by fuel oil or liquid petroleum gas (LPG) escaping

We will pay the cost

- to **reinstate the damaged contents**
- of the lost oil or gas

We do not give **cover** for **damage**

1. caused by **subsidence, heave or landslip**
2. while the **property** is **unoccupied**

9. Leaking drinks

If **your contents** are **damaged** by drinks escaping from storage containers, pipes and apparatus

We will pay the cost

- to **reinstate the damaged contents**

We do not give **cover** for **damage**

1. caused by drinks escaping from bottled **stock**
2. while the **property** is **unoccupied**

10. Riot or civil commotion

If **your contents** are **damaged** or stolen during a riot or civil commotion

We will pay the cost

- to **reinstate the damaged or stolen contents**

We do not give **cover** for **damage** or theft that happens

1. in Northern Ireland except **damage** by fire or explosion
2. while the **property** is **unoccupied**

11. Strikers, lockout workers or persons taking part in labour disturbances

If **your contents** are **damaged** or stolen by strikers, lockout workers or persons taking part in labour disturbances

We will pay the cost

- to **reinstate** the **damaged** or stolen **contents**

We do not give cover for damage or theft

1. caused by or resulting from employees of a business stopping work to protest
2. that happens while the **property** is **unoccupied**
3. that happens in Northern Ireland except **damage** by fire or explosion

12. Malicious damage

If **your contents** are **damaged** by someone's malicious act

We will pay the cost

- to **reinstate** the **damaged contents**

We do not give cover for damage

1. caused by **you**, a **director**, **partner** or an **employee**
2. caused by theft or attempted theft, fire or explosion
3. caused by or resulting from employees of a business stopping work to protest
4. that happens in an unsecured or unlocked **building**
5. that happens in Northern Ireland
6. to **contents** in the open
7. while the **property** is **unoccupied**

13. Subsidence, heave or landslip

If **your contents** are **damaged** by **subsidence**, **heave** or **landslip** including **damage** by **subsidence** or **heave** caused by water escaping from any tank, apparatus, pipe or automatic sprinkler system

We will pay the cost

- to **reinstate** the **damaged contents**

We do not give cover for damage resulting from

1. anything that happened before this Policy started
2. the collapse of any **building**
3. normal settlement, expansion or shrinkage
4. settlement or movement of made-up ground
5. coastal or riverbank erosion
6. a change in the **water table** level
7. compaction of infill within the first 10 years after the **building** was constructed
8. fire, subterranean fire, explosion or earthquake
9. failure by the builders to follow good building practice
10. construction, demolition, repair or structural alteration
11. groundworks or excavations at the **property**
12. faulty equipment and materials or not following manufacturer's instructions
13. faulty or defective workmanship or design
14. **subsidence** caused by the weight of the **building**
15. mine workings under the **property**
16. **subsidence**, **heave** or **landslip** if it has happened before on the land where the **property** is built

14. Accidental damage

If **accidental damage** happens to **your contents**

We will pay the cost

- to **reinstate** the **damaged contents**

We do not give cover for accidental damage

1. included or specifically excluded anywhere in this Policy
2. by water entering the **property** if it is not caused by **storm** or flood
3. that happens when the **property** is **unoccupied**

15. Debris removal

If **your contents** are stolen or **damaged** by something included under Section 12 Contents parts 1 to 14 and **we** agree to pay a claim for that **damage** or theft

We will pay to

- take away **damaged contents** from the **property**
- clean or remove undamaged **contents**

16. Bequeathed property

If during the **cover period contents** left to **you** for **your business** are stolen or **damaged** by something included under Section 12 Contents parts 1 to 14

We will pay the costs

- to **reinstate** the **damaged** or stolen **contents**

We do not give cover for any **damage** or theft that happens

1. before **your** legal interest in the **contents** starts
2. more than 3 months after **your** legal interest in the **contents** starts
3. to **buildings**
4. to vehicles and their accessories licensed for road use and only used on the public highway
5. to trailers, caravans, waterborne craft, aircraft or their accessories
6. to **money** or any type of securities
7. to any other type of **document** that has any negotiable or non-negotiable value
8. to anything included anywhere else in this Policy

17. Locks and keys

If the keys to the **property**, safe or strong room in the **premises** are lost or stolen during the **cover period**

- from inside the **buildings** following entry by force or a violent act or
- from inside **your** home or the home of a **director**, **partner** or authorised **employee** or
- following an assault on **you**, a **director**, **partner** or authorised **employee**

We will pay the costs

- to get into the **property**, safe or strong room
- to replace keys, locks and locking mechanisms for external doors, windows, safes, strong rooms and intruder alarms

We do not give cover for

1. the theft of safe keys or strong room keys from the **premises** outside **business hours**

18. Directors', partners' and employees' personal belongings and personal money

If a **directors'**, **partners'** or **employees' personal belongings** or personal **money** are stolen or **damaged** in **your premises** or **in transit** by something included under Section 12 Contents parts 1 to 14 during the **cover period**

We will pay

- the cost to **reinstate** the **damaged** or stolen **personal belongings** and personal **money**

We do not give cover for

1. pedal cycles except when they are on the **premises** during **business hours**
2. **cards**
3. unattended **personal belongings** or personal **money**
4. theft of **personal belongings** or personal **money** from an unattended vehicle unless all windows are closed and all ways to get into the vehicle are locked and the **personal belongings** and personal **money** are hidden from view in a locked boot, luggage, storage or glove compartment
5. **personal belongings** at or **in transit** to or from an exhibition
6. **personal belongings damaged** or stolen at the same time **money** is **damaged** or stolen
7. **contents**
8. securities and **documents**, motor vehicles and **computers**
9. any goods used as part of a business

19. Customer's personal belongings and personal money

While a customer is in **your premises** if their **personal belongings** or personal **money** are stolen or **damaged** by something included under Section 12 Contents parts 1 to 14 during the **cover period**

We will pay

- the cost to **reinstate** the **damaged** or stolen **personal belongings** and personal **money**

We do not give cover for

1. **cards**

2. unattended **personal belongings** or personal **money**
3. **contents**
4. securities and **documents**, motor vehicles and **computers**
5. any goods used as part of a business

20. Property in the open

If **your business** garden furniture, garden ornaments, signs, notice boards and nameplates are stolen or **damaged** during the **cover period** by something included under Section 12 Contents parts 1 to 14 while in the open at **your premises**

We will pay the costs

- to **reinstate** the **damaged** or stolen garden furniture, garden ornaments, signs, notice boards and nameplates

We do not give cover for

1. theft or attempted theft of moveable **contents**
2. **damage** caused by **storm** or flood to any item not designed to be kept outdoors
3. **damage** caused by or resulting from workmen carrying out repairs or alterations to the **premises**
4. **damage** to neon signs, illuminated signs and electric light fittings if they are moved from their fixed position other than **damage** by theft or attempted theft
5. **damage** to bulbs and tubes in neon signs, illuminated signs and electric light fittings unless it results from **damage** to the sign or fitting
6. **damage** to or theft of any item included somewhere else in this Policy
7. **damage** or theft that happens when the **property** is **unoccupied**

21. Temporary removal of contents and documents

If **your contents** and **documents** are stolen or **damaged** during the **cover period** by something included under Section 12 Contents parts 1 to 14 when they are temporarily

- off the **premises** for alteration, renovation, repair or cleaning
- being moved to or from the **premises** for alteration, renovation, repair or cleaning
- off the **premises** and with **you**, a **director**, **partner** or authorised **employee**
- in the post

We will pay

- the cost to **reinstate** the **damaged** or stolen **contents** and **documents**

We do not give cover for

1. **damage** caused by a **storm** or flood if the **contents** are not in a building
2. **damage** caused by theft or attempted theft from a building unless force or a violent act are used to get into or out of the building
3. theft or **damage** that is more than 10% of the **cover limit** for **contents**
4. theft or **damage** to clothing and **personal belongings** except uniforms used by **your employees** for **your business**
5. theft from an unattended vehicle unless all windows are closed and all ways to get into the vehicle are locked and the **contents** and **documents** are hidden from view in a closed boot, luggage, storage or glove compartment
6. theft or **damage** resulting from an **employee's** dishonesty, fraud, trick or other false action

22. Trace and access

If **your contents** are **damaged** by something included under Section 11 Buildings part 7 Escape of water or part 8 Escape of oil or liquid petroleum gas (LPG)

We will pay

- the costs to find the source of the escape

23. Underground services

If **you** are a tenant of the **property** and **you** are responsible for underground

- drains, pipes and cables that give services to or from the **buildings**
- inspection covers and underground tanks at the **premises**
- telephone wires
- telephone, gas, electricity and water meters and

they are stolen or **damaged** during the **cover period** by something included under Section 11 Buildings parts 1 to 14

We will pay up to the cover limit

- to **reinstate** the **damaged** or stolen item

We do not give cover for

1. **damage** or theft of any above ground drains, pipes or cables
2. any oil or metered water lost as a result of the **damage** or theft
3. the costs of clearing blocked sewer pipes, drains, pipes or underground tanks
4. **accidental damage** to pitch fibre pipes caused by the weight of soil or other covering material
5. de-lamination of pitch fibre pipes
6. **accidental damage** or theft that happens when the **property** is **unoccupied**
7. **damage** caused by or resulting from movement, shrinkage or expansion
8. **damage** caused by or resulting from collapse or cracking of the item
9. **damage** caused by or resulting from the demolition, structural alteration or structural repair of the **buildings**

24. Computer damage

If **your computers** at **your premises** are **accidentally damaged** or stolen, or **your portable computers** anywhere in the **UK** are **damaged** or stolen during the **cover period**

We will pay

The cost to **reinstate** the **computers**

We do not give cover for

1. any amount **you** can get back under any guarantee or other contract
2. the loss of use of a **computer**
3. **damage** to a **computer** caused by theft or attempted theft at **your premises** unless the theft or attempted theft involves
 - force or a violent act to get in or out of **your premises** or
 - violence or the threat of violence to any person lawfully at the **premises**
4. theft or malicious **damage** while in an unattended vehicle or trailer unless
 - the **portable computer** is hidden from view in a closed boot, luggage, storage or glove compartment and
 - all windows are closed and all ways to get into the vehicle or trailer are locked and the alarm is on
5. the cost of installing software that **you** can install by following the manufacturer's instructions
6. mobile phones, smartphones or similar items
7. facsimile machines or photocopying machines, digital cameras or any similar equipment not used to process **data**

25. Computer breakdown

If, during the **cover period**

- **your computers** and **data** on **your computers** at **your premises** or
- **your portable computers** and **data** on **your portable computers** anywhere in the **UK** are **damaged**, erased, corrupted, destroyed or distorted by
 - a sudden and unforeseen breakdown, distortion, electrical burn-out or fault caused by a mechanical or electrical defect or
 - the electricity or telecommunications supply failing or fluctuating

We will pay

- the cost to **reinstate** the **computers** or **portable computers**, and if **we** do
- the cost to **reinstate** programs and **data**

We do not give cover for

1. breakdown of a **computer** that is more than 10 years old
2. breakdown or the cost to **reinstate** programs and **data** resulting from wear and tear or something that happens gradually
3. the cost of **reinstatement**
 - **you** can get back under a guarantee or other contract
 - of **data** not stored by following the manufacturer's instructions

4. the cost of **reinstatement** caused by or resulting from
 - a deliberate or malicious act by **you**, a **director**, **partner**, **employee** or anyone acting for **you**, a **director**, **partner** or **employee**
 - the loss of the electricity or telecommunications supply by the supplier's employees' industrial action
 - the electricity or telecommunications supplier deliberately interrupting the supply unless it is to save life

26. Refrigerated and frozen food

If **your stock** in a chill or deep freeze unit is **damaged** during the **cover period** by

- a rise or fall in temperature in the unit resulting from a failure in the unit or a failure of the power supply
- the escape of refrigerant
- **damage** including **accidental damage** to the unit

We will pay the cost to

- **reinstatement** the stolen or **damaged stock**
- **reinstatement stock** at **your premises damaged** because it cannot go in the **damaged** or non-working chill or deep freeze unit
- hire temporary freezing or cold space and transfer undamaged **stock** normally kept in a chill or deep freeze unit to stop it being **damaged**

We do not give **cover** for

1. **damage** to the chill or deep freeze caused by fire, lightning, explosion or flood
2. theft or **damage** caused by or resulting from any deliberate act or deliberate neglect by **you**, a **director**, **partner** or **employee**
3. **damage** caused by the deliberate act of the power supplier
4. **damage to stock** in a chill or deep freeze unit that is more than 5 years old and does not have an annual maintenance contract
5. **damage to stock** in a chill or deep freeze unit caused by fragments of the chill or deep freeze unit resulting from it breaking down
6. **damage to stock** in a chill or deep freeze unit that is 16 years old or more
7. anything caused by or resulting from an interruption or interference with **your business**
8. **damage** caused by a rise or fall in temperature resulting from
 - renewal or repair of fuses or of electrical contacts that have been arcing or
 - wear, tear or the gradual deterioration of the refrigeration unit in the chill or deep freeze unless it is caused by breakdown or **damage**

27. Tenant's improvements

If improvements, alterations and decorations **you** carry out as a **tenant** of the **property** that cannot be removed at the end of the tenancy are stolen or **damaged** by something covered under Section 12

Contents parts 1 to 14

We will pay

- the cost to reinstate the stolen or **damaged** improvements, alterations or decorations

We do not **cover**

1. anything shown as not covered in this Section or somewhere else in this Policy wording

28. Tenant's fixtures and fittings

If items **you** own or are responsible for as **tenant** of the property that are fixed to or installed in the **property** are stolen or **damaged** by something covered under Section 12 Contents parts 1 to 14

We will pay

- the cost to reinstate the stolen or **damaged** items fixed or installed in the **property**

We do not **cover**

- anything shown as not covered in this Section or somewhere else in this Policy wording

Section 13: Exhibitions

This Section explains the **cover** at an exhibition or event connected with **your business**. **Your Business Cover Schedule** shows the **cover limit** for each type of claim under this Section and the **excess you** must pay for each claim under this Section

If

- **your** or a **director's, partner's or employee's personal belongings**
- **your** display equipment, **stock** and promotional items

at an exhibition or event or **in transit** to or from an exhibition or event during the **cover period** are lost, stolen or **damaged** by

- fire, smoke, explosion, lightning or earthquake
- **storm** or flood
- theft or attempted theft
- impact by aircraft, other aerial devices, animals, vehicles and anything falling from them
- falling television or radio aerials, satellite dishes, fittings or masts and security equipment
- falling trees and branches, lamp posts, electricity pylons and telegraph poles
- escape of water from any fixed water or heating system
- escape of fuel from any fixed oil-fired heating installation
- riot or civil commotion
- strikers, lockout workers or persons taking part in labour disturbances
- malicious **damage**
- **subsidence, heave or landslip**
- **accidental damage** if **you** have **cover** under Section 11 Buildings part 14 or Section 11 Buildings part 14

We will pay up to the **cover limit**

- the cost to **reinstate** the **damaged** or stolen **personal belongings**, display equipment, **stock** and promotional items

We do not give **cover** for

1. **personal belongings**, display equipment, **stock** and promotional items in the open
2. lost or stolen **money** or **cards**
3. theft unless force or a violent act have been used to get into or out of the exhibition or event premises
4. any other **contents**
5. securities and **documents**, motor vehicles and **computers**

Section 14: Goods in transit

This Section of the Policy wording explains the **cover** for **your goods** while **in transit**. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section and the **excess you** must pay for each part of this Section

Tobacco products, **personal belongings** and recovery costs have a separate **cover limit** and are within the **cover limit** for this Section

1. **Damage and theft**

If, during the **cover period**, goods connected to **your business**

- **you** are carrying in a road vehicle **you** own or use and **your** tarpaulins, packing materials, trolleys, chains and ropes or
- **you** have arranged transport for in a road haulier's vehicle or
- **you** have sent by a rail, sea or air parcel service

are **damaged** or stolen while **in transit** in the **UK** or the Republic of Ireland

We will pay

- the cost to **reinstate** the **damaged** or stolen items

We do not give **cover** for

1. **money, cards**, jewellery, precious stones, watches, precious metals, bullion, furs, curiosities, works of art and rare books
2. mobile telephones, smart phones and similar items, satellite navigation systems, car audio equipment, televisions and **computers**
2. **documents**, explosives or livestock
3. dents, scratches or bruises to furniture
4. clocks, scientific instruments, glass, china, earthenware, marble or other fragile or brittle objects, pictures or similar unless the carrying vehicle, vessel or aircraft is **damaged** at the same time
5. containers, trailers, demountable vans or similar
6. unexplained shortages
7. **accidental damage** caused by explosives or dangerous goods
8. **damage** or theft caused in any way by **your** dishonesty or a **director's**, **partner's** or an **employee's** dishonesty
9. **damage** resulting from theft or attempted theft from an unattended vehicle or trailer **you** own or use unless
 - all windows are closed and all ways to get into the vehicle or trailer are locked and the alarm is on
 - the goods are hidden from view
 - the keys are removed
 - and between 9.00pm and 6.00am the vehicle or trailer is also
 - in enclosed premises that are locked or have a watchman in constant attendance
10. **damage** or theft caused by or resulting from
 - defective or insufficient packaging
 - defective or insufficient cover or storage against climatic conditions except lightning
 - an incorrect address, label or delivery
11. deterioration of refrigerated goods caused by a breakdown in refrigeration equipment unless the breakdown is caused by a fire, an accident, theft or attempted theft to the vehicle carrying the goods
12. riot, civil commotion or strikes
13. moths, mildew, rust or vermin
14. **pollution** or contamination unless it is caused by something outside the vehicle or trailer
15. loss in weight, evaporation, deterioration, depreciation, taint, leaks or spills, mechanical breakdown, electrical breakdown or a physical disorder of the goods not caused by fire, explosion or an accident to the vehicle, vessel or aircraft carrying the goods
16. theft or **damage** caused by theft or attempted theft from any soft-topped, soft-sided, open-sided or open-topped vehicle or trailer **you** own or use

17. theft or **damage** caused by or resulting from dismantling, installing, erecting or testing
18. theft or **damage** you have not told the carrier of goods about in any time limit set out in the contract with the carrier
19. theft or **damage** by **employees** you have not taken reasonable care to make sure are honest and competent to transport goods
20. theft or **damage** caused by or resulting from un-roadworthy vehicles or trailers or vehicles or trailers **you** own or use that have not been regularly maintained
21. **damage** caused by spills, leaks, fermentation, taint, contamination, deterioration, loss of weight, evaporation, mechanical or electrical breakdown unless it can be directly traced to fire, lightning or an accident to the vehicle carrying the goods and not excluded anywhere else
22. **damage** caused by a delay, loss of market or anything caused by or resulting from an interruption or interference with **your business** or **damage** to **your premises** or property
23. goods included anywhere else in this Policy

2 Personal belongings

If the clothing and **personal belongings** belonging to **your employee** or the driver of a vehicle **you** own or use are **damaged** or stolen at the same time as goods included under this Section are **damaged** or stolen **We** will pay

- to **reinstate** the **damaged** or stolen clothing or **personal belongings**

We do not give **cover** for

1. **money, cards**, jewellery, watches, car audio equipment or televisions
2. **documents**
3. clothing or **personal belongings** included anywhere else in this Policy
4. **contents**
5. securities and **documents**, motor vehicles and **computers**
6. any goods used as part of a **business**

3 Recovery costs

If **we** agree to pay a claim under this Section, included in the **cover limit**

We will also pay

- to transfer the goods to another vehicle and deliver them to their original destination or back to where they were sent from if they are **damaged** by fire, collision or the vehicle **you** own or use overturning
- to reload the goods on to a vehicle **you** own or use
- to break up or dismantle the goods
- the costs to remove debris and clear the area **you** are responsible for resulting from the **damage**

Section 15: Business interruption

Your Business Cover Schedule shows the type of business interruption **cover you** have chosen, if business interruption from **accidental damage** or the additional cost of working is included in **your cover** under this Section and any special terms that apply

This Section explains the **cover** for business interruption. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section and the **excess you** must pay an **excess** for each part of this Section

Definitions

The following definitions apply to this Section only

gross profit

- **income** + closing **stock** + work in progress
less
- opening **stock** + work in progress + **other working expenses**
- savings made from reduced charges or expenses during the **indemnity period** payable out of **income** as a result of the **incident**
- **income you** or someone on **your** behalf earn during the **indemnity period** from carrying on **your business** or any part of **your business**
- any amount made from selling salvage

incident

- fire, smoke, explosion, lightning or earthquake
- **storm** or flood
- theft or attempted theft
- impact by aircraft, other aerial devices, animals, vehicles and anything falling from them
- falling television or radio aerials, satellite dishes, fittings or masts and security equipment
- falling trees and branches, lamp posts, electricity pylons and telegraph poles
- escape of water from any fixed water or heating system
- escape of fuel from any fixed oil-fired heating installation
- riot or civil commotion
- strikers, lockout workers or persons taking part in labour disturbances
- malicious **damage**
- **subsidence, heave** or **landslip**
- **accidental damage** to **buildings**, and **stock**
- **accidental damage** to **contents** if **you** have **cover** under Section 11 Buildings part 14 Accidental damage
- **accidental damage** to **stock** if **you** have **cover** under Section 11 Buildings part 14 Accidental damage

increased cost of working

Your extra costs during the **indemnity period** to stop or limit **your income** reducing including

- rent at temporary premises
- extra heating, lighting and water costs at temporary premises
- equipment at the temporary premises so **you** can carry out **your business**
- extra staff and overtime to current **employees**
- expenses of **your business** that do not fall under the definition of **other working expenses** calculated by
 - **gross profit**
divided by
 - **gross profit** + the expenses of **your business** that do not fall under the definition of **other working expenses**
multiplied by

- 100 (the result used as a percentage)
- multiplied by
- the expenses of **your business** that do not fall under the definition of **other working expenses**

but not more than the **income you** would have received if the **incident** had not happened

indemnity period

The time an **incident** affects **your income** shown on **Your Business Cover Schedule**

other working expenses

The cost of **your** purchases, packaging, carriage and bad debts

1. Business interruption

If **your business** is interrupted or interfered with as a direct result of the one of the following happening in the **cover period**

- **your premises** or part of them are stolen or **damaged** by an **incident**
- your **contents** or **stock** are stolen or **damaged** by an **incident** while
 - at **your premises**
 - in storage for up to 90 days
 - in storage for longer than 90 days if **you** ask **us** in advance and **we** agree in writing
- **you** cannot access or use **your premises** because of **damage** to a property within 100 meters of **your premises**
- there is **accidental** failure of electricity, gas, water or telecommunications supply to **your premises**
- murder, manslaughter, rape or suicide happens at **your premises**
- access to **your** computer system, programs or electronic data is maliciously blocked
- someone by-passes the security systems on **your** computer system and **damages**, destroys, alters, corrupts, or steals **your** programs, electronic data or electronic data **you** are responsible for
- an outbreak of an infectious or contagious human disease **you** must tell the local authority about
- an organism is discovered at **your premises** that could result in an infectious or contagious human disease **you** must tell the local authority about
- poisoning from food and drinks supplied from **your premises**
- defective drains or other sanitary processes
- an infestation of vermin and the local authority order or advise **you** to stop or restrict the use of **your premises**
- **stock** or **contents** are lost, stolen, **damaged** or delayed in transit
- **you** are prevented from accessing or using **your premises** for more than 2 hours because of an emergency that has or is likely to endanger life or any property near **your premises**
- there is **damage** to **your** supplier's premises, contents or stock caused by an **incident** the same as an **incident** included in this Section
- there is **damage** that stops the electricity, gas, water or telephone supply to **your premises** caused by an **incident** to the following in the **UK**
 - an electricity generation station, substation, or the public electricity supply
 - the gas supply company's land-based operations
 - the water company's water works or pumping stations
 - the telephone company's land-based operations

If Loss of income is shown on **Your Business Cover Schedule**

We will pay up to the **cover limit** for

- the **income you** lose during the **indemnity period**

or

If Loss of gross profit is shown on **Your Business Cover Schedule**

We will pay up to the **cover limit** for

- the amount **your gross profit**, during the **indemnity period**, is less than the **gross profit you** would have made if the **incident** had not happened

and

- the **increased cost of working**
- the fees of a professional accountant to produce and certify details from **your** accounts **we** ask for to help **us** investigate and verify **your income** or **gross profit** and **increased cost of working**
- the cost to stop or reduce lost turnover
- the cost to start normal **business** operations again or continue normal **business** operations at another premises

if these costs together with the **income** or **gross profit** lost is more than the **cover limit** we will pay up to an extra 33% of the **cover limit**

We do not give **cover** for **income** or **gross profit** lost resulting from theft of or **damage**

1. to **your premises, stock** or **contents** that are not included in this Policy or not insured somewhere else
2. to a vehicle licensed for use on the public highway, caravans, trailers or watercraft
3. caused by malicious **damage**, riot or civil commotion that deliberately deletes, loses, distorts or corrupts information on a **computer**
4. to **your stock** or **contents in transit** from any **incident** or cause **you** can control
5. as a result repairs or maintenance of an inherent defect or wear and tear
6. to land, roads, pavements, piers, jetties, bridges, culverts or excavations
7. to water that is not contained in a tank, pipes or processing equipment at **your premises**
8. to fixed glass and shop fronts
 - while they are removed for alterations or repairs or while alterations, extensions or additions are carried out to the **premises**
 - while the **property** or any **building** is empty or not used
9. to **contents** or **stock** in the open or in a **building** with one or more open ends or sides

We do not give **cover** for **income** or **gross profit** lost resulting from

10. **your** unnecessary delay to repair or replace **damaged premises, stock** or **contents**
11. an electricity, gas or water supplier deliberately stopping or restricting their supply
12. industrial action affecting the supply of electricity, gas or water
13. accidental failure of electricity, gas, water or telecommunications supply to **your premises** for less than 6 hours
14. a supplier stopping or restricting access to
 - an extranet
 - the internet
 - **your** internet site
 - applications and related services over the internet
15. any planned or unplanned rail engineering works
16. **your business** if it permanently stops during the **cover period**, is wound up or carried on by a liquidator, administrative receiver or administrator or there is bankruptcy order against **you**
17. atmospheric conditions, weather conditions and drought
18. buildings and structures while being built or erected and materials or supplies used to build or erect the buildings or structures
19. lost, destroyed or **damage** to property used by **your** supplier
20. failure of satellite services
21. **damage** to property at **your** supplier's premises resulting from the failure of electricity, gas, water or telecommunications supply if the supplier is the same supplier **you** use at **your premises**
22. any **incident** or cause **you** can control
23. the cost of cleaning, repairing, replacing, recalling or checking **premises, stock** or **contents**
24. theft, **damage** or delay **in transit** caused by the delay or a loss of use of the carrying vehicle
25. the fees of a professional accountant if **we** have not agreed them
26. actual or suspected explosive or incendiary devices at or near **premises** in Northern Ireland
27. the **cover limit** for **income** or **gross profit** at the time of the **incident** being less than the **income** or **gross profit** that **you** would have earned in the **indemnity period** if the **incident** had not happened. If it is less **we** will reduce the amount **we** will pay in proportion to the amount the **income** or **gross profit** that would have been earned in the **indemnity period** is to the **cover limit** for **income** or **gross profit**

28. riot or civil commotion not included in Section 11 Buildings part 10 Riot and civil commotion or Section 11 Buildings part 10 Riot and civil commotion

We do not give cover for

29. an interruption or interference with **your business** at any **premises** except the **premises** where the **incident** happened

2. Book debts

If **you** cannot trace **money** **your** customers owe **you** because during the **cover period** **your records** when they are at **your premises**, temporarily away from the **premises** or in the post are lost, stolen or **damaged** by an **incident**

We will pay

- the difference between the **book debts** at the date of the **damage** or theft and the amount of **money** received or traced towards those **book debts** in the 12 months after the date of the **damage**, theft or loss
- the extra costs trying to trace and recover **book debts**
- **your** professional accountant's fees **we** have agreed in writing for producing and certifying details **we** ask for to investigate and verify a claim under this Section

We do not give cover for any financial loss

1. if **your business** permanently stops during the **cover period**, is wound up or carried on by a liquidator, administrative receiver or administrator or there is bankruptcy order against **you**
2. if **you** enter into a Company Voluntary Arrangement or Individual Voluntary Arrangement, unless **we** agree in writing to give **cover**
3. if **your records** are **damaged** by fire at **your premises** unless they are in a safe or cabinet that has at least 2 hours' fire resistance
4. resulting from deliberately false **records**
5. resulting from mislaid or misfiled **records**
6. if a claim for the **incident** has not been agreed under Section 11 Buildings or Section 12 Contents or another insurance that covers the same as Section 11 Buildings or Section 12 Contents
7. resulting from the **cover limit** for **book debts** at the time of the **damage** being less than the **book debts**. If it is less **we** will reduce the amount **we** will pay to the proportion the amount the **book debts** are to the **cover limit** for **income** or **gross profit**

3. Essential employees

If an essential **employee** dies or is permanently disabled, or an essential **employee** or group of **employees** resign following a lottery win

We will pay

- **your** extra expenses to stop or reduce any loss of **income** or **gross profit** up to the **cover limit**

Section 16: Personal accident

This Section explains the **cover** for personal accidents. **Your Business Cover Schedule** shows the **cover limit** for each part of this Section

If **you**, a **director**, **partner** or **employee** are injured by a violent or accidental, external and visible cause while carrying out any activity connected to the **business** during the **cover period** and

- independent of any other cause within 12 months it results in
 - their deathor they are
 - totally disabled because of the
 - total and permanent loss of sight in one or both eyes or
 - the loss of one or both hands, feet, arms or legs or
 - total and permanent loss of use of one or both hands, feet, arms or legs
 - permanent total disability and not able to carry out or attend any type of work
 - temporary total disability and not able to carry out or attend any type of work

We will pay up to the **cover limit** for

- death
- loss of sight in one or both eyes
- loss of one or both hands, feet, arms or legs
- permanent total disability
- temporary total disability for up to 104 weeks starting from the second week after the start of temporary total disability

We do not give **cover** for

1. temporary total disability if **we** agree to pay a claim for any other personal accident caused by the same **injury**
2. more than one claim for a personal accident under this Policy and any other cover **you** have with **us** for another premises
3. permanent or temporary total disability preventing **you**, a **director**, **partner** or **employee** carrying out or attending any type of work if **you**, a **director**, **partner** or **employee** is in full time secondary or further education
4. death that is presumed because **you**, a **director**, **partner** or **employee** has disappeared
5. anything resulting from **high risk work**
6. personal accident suffered by anyone under 16 or over 75 years old
7. any personal accident insured somewhere else
8. any **injury** resulting from any work involving the use of ropes, access cradles or slings

We do not give **cover** for personal accident caused by or resulting from

9. **you**, a **director**, **partner** or **employee** being in, or on, or getting into or out of any vessel, craft or thing made or intended to float in or travel through the air that
 - is not fully licensed to carry passengers
 - **you**, a **director**, **partner** or **employee** is travelling in as a member of the crew
 - **you**, a **director**, **partner** or **employee** are carrying out any trade, technical or sporting activity in or on
10. **you**, a **director**, **partner** or **employee** taking part in
 - professional sports, winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits or aeronautic sports
 - riding or driving in or practising for any race, polo playing, steeple chasing, hunting, show jumping, motor cycling including motor scooters, pillion riding of any kind
11. **you**, a **director**, **partner** or **employee** suffering from an illness or disease that does not result from an **injury** or are suffering from an **injury** resulting from any gradually operating cause
12. **you**, a **director**, **partner** or **employee** being under the influence of intoxicating drinks or drugs except drugs taken under medical supervision, unless they are taken for
 - the treatment of drug or alcohol addiction or
 - insanity whether temporary or otherwise or

- any sexually transmitted or communicable disease
- 13. intentional self-injury, suicide or attempted suicide, provoked assault, fighting except in genuine self-defence or deliberate exposure to danger except in an attempt to save human life
- 14. pregnancy or childbirth
- 15. or contributed to by any pre-existing illness, disease, physical or mental defect or infirmity
- 16. **you**, a **director**, **partner** or **employee** failing to get and follow proper medical or surgical advice as soon as practical after suffering the **injury**

We will not

- 17. be bound by or affected by any notice of trust, charge or alienation that relates to this Section and **your** receipt or that of **your** legal personal representatives for any payment **we** make under this Section will in all cases discharge **us**

Section 17: Lost drinks licence

This Section explains the **cover** if **you** lose **your** drinks licence. **Your Business Cover Schedule** shows the **cover limit** for this Section and the **excess you** must pay

If during the **cover period** resulting from something outside **your** direct control **your** licence to sell excisable drinks is suspended, withdrawn or renewal is refused under the legislation or regulations governing the licence

We will pay up to the **cover limit** for

- the profit lost shown by the difference between
 - all sales less related purchases during the time of the lost licence
 - and
 - sales less related purchases during a time immediately before the date of the lost licence that is the same length of time as the licence is lost
- **your** extra expenses to maintain sales for up to 12 months from the date of the lost licence
- **your** costs to appeal against the withdrawal, suspension, loss or refusal to renew **your** drinks licence if Counsel advises there is a reasonable prospect of success
- the value **your premises** have reduced by if
 - **you** cannot get a licence within 12 months from during the date of the suspension, withdrawal or refusal to renew and
 - **you** sell the **premises** within 3 months of the end of the 12 month period

We do not give **cover** for any profit lost, expenses or costs of an appeal

1. if **you** are entitled to compensation under any legislation for the refusal to renew a licence
2. from the suspension, withdrawal or refusal to renew a licence caused by or resulting from
 - any town or country planning, improvement or redevelopment
 - a compulsory purchase order
 - any alteration of the law affecting the grant, surrender, refusal to renew or loss of licences
3. if **you** do not
 - keep the **premises** open during permitted hours
 - keep to any requirement of the licensing justices or other authority
 - keep the **premises** in good sanitary and general repair
 - take all reasonable steps to keep the licence in force

Section 18: Dishonesty: directors, partners and employees

This Section explains the **cover** for the **fraud or dishonesty** of **directors, partners** and **employees**. Your **Business Cover Schedule** shows the **cover limit** for each part of this Section and the **excess you** must pay for each part of this Section

1. Losses

If, during the **cover period**

- **money**
- negotiable or non-negotiable legal instruments, promissory notes,
- the amount of **money** in a bank account or any financial institution
- any **premises, contents, stock, documents** and **personal belongings** included in this Policy that belong to **you** or **you** are legally liable for are lost or stolen as a result of **fraud or dishonesty** by a **director, partner** or **employee**

We will pay

- the cost to **reinstate** the lost or stolen **money**, negotiable or non-negotiable legal instruments, promissory notes, **premises, contents, stock, documents** or **personal belongings**

Special conditions

1. as soon as **you** discover **fraud or dishonesty** by a **director, partner** or **employee** **cover** for any more **fraud or dishonesty** by that **director, partner** or **employee** stops
2. **we** will treat all **fraud or dishonesty** by a **director, partner** or **employee** or where they are involved in **fraud or dishonesty** as one event
3. for all new **employees, you** must
 - have 2 written references or more to cover the time 2 years immediately before their **employment** with **you** starts and
 - keep copies of the references for at least 2 years after the **employee** leaves
4. at least once a month all cash books and other **records** of **money** must be checked against receipts and vouchers by someone not involved in the transactions
5. **your** accounts must be audited or independently examined at least once every 12 months
6. **you** must pay cash and cheques into **your** bank account within 3 working days from when **you** receive them, except a reasonable amount of cash **you** need to keep on **your premises** to carry out **your business**
7. any transaction with a value over £1,000 that needs to be signed to be valid must be signed by at least 2 authorised people
8. payment for goods or services must not be authorised by the **employee** who ordered them
9. if **employees** are allowed to transfer funds, **you, a director** or **partner** must authorise the transfer or any change to a transfer
10. if **you** have **stock, you** must carry out a stocktake at least once every 6 months but the stocktake must not be carried out by any **director, partner** or **employee** who is responsible for **stock** control

We do not give **cover** for

1. anything that results from a **director's, partner's** or **employee's fraud or dishonesty**
2. if **you** or another **director** or **partner** knew the person had been involved in **fraud or dishonesty** before
3. that cannot be proved has happened
4. that is only shown by an inventory or a profit and loss calculation
5. **money** that the **director, partner** or **employee** was entitled to receive from **you** if the **fraud or dishonesty** had not happened
6. **fraud or dishonesty** not discovered within 30 days of when it happened
7. anything caused by or resulting from kidnap, blackmail, ransom or any other type of force, intimidation or threat unless carried out by a **director, partner** or **employee**
8. theft or loss included somewhere else in this Policy

2. Professional fees and rewriting systems records

If **we** agree a claim under this Section 18 Dishonesty directors, partners and employees

We will pay

- the professional fees to calculate the amount of **money** lost or stolen and
- the cost to correct **computer** programmes or change **computer** security codes if the **fraud or dishonesty** involved the use of **computers**

We do not give cover for

1. more than the **cover limit** for Section 18 Dishonesty directors, partners and employees for all claims under 1. Losses and 2. Professional fees and rewriting systems records for the same **fraud or dishonesty**
2. professional fees that **we** have not agreed to in writing

General conditions

The following conditions apply to all Sections of this Policy wording

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 cover** may not be valid or

We may

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

and **your contribution** may change

Additions, alterations, and new buildings

You must tell **us** at any time if **you** are going to

- carry out any major structural alterations, extensions, improvements or repairs to the **property**
- buy a new building
- carry out a different **business** in any new building or extension

If **we** agree to give **cover** for a new building at a different address **you** must take out cover for that building with **us** starting from the first date **you** could have claimed and pay any extra **contribution** **we** ask for

If a contractor is carrying out any of the structural alterations, extensions, improvements or major repairs **you** must make sure they have a valid public liability policy in place with a limit of liability of at least £1,000,000. **You** must also make sure that for any work involving flame, welding or hot cutting there is a valid hot work permit

Automatic renewal

We will automatically renew **your cover** 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 cover** and **excess**

Bequeathed property

You must

- tell **us** about any bequeathed property within 3 months from when **your** interest in the **property** started
- take out cover for the property with **us** to start from the date **your** interest in the bequeathed property started and pay any extra **contribution**

Business interruption

Your contribution for Section 15 Business interruption is based on estimated **gross profit** so **you** must

- before the end of each **cover period** tell **us** the estimated **gross profit** for the next **cover period** based on **your** nearest financial year
- within 6 months before the end of each **cover period** give **us** a declaration of **your** actual **gross profit** confirmed by **your** professional accountants or auditors earned during **your** closest financial year to that **cover period**

If **you** make a claim under Section 15 Business interruption for lost gross profit, in any **contribution** adjustment after the claim the amount of **your** actual **gross profit** will include the amount of **gross profit** **you** have lost in **your** financial year

If **your** actual **gross profit** including any adjustment for a claim is

- less than the **gross profit** **you** estimated **you** will receive back up to 50% of **your contribution** **you** paid that was based on **your** estimated **gross profit**

- more than **your** estimated **gross profit** **you** must pay the difference between **your contribution** based on **your** estimated **gross profit** and **your contribution** based on **your** actual **gross profit**

Cancellation

The **Mutual** can cancel within 14 days from the start of any **Period of Insurance** or if it has not received full details of this Policy after a **Period of Insurance** starts, 14 days from when it first receives or can access the full **cover** details. If the **Mutual** cancels in this time and has not made a claim or there is no potential claim, it will receive a refund of any premium paid for the **Period of Insurance**

The **Mutual** can cancel at any time after the first 14 days of a **Period of Insurance** and if it has not claimed or there is no potential claim it will receive a refund any premium paid for the **Period of Insurance** after the cancellation date

Cancellation by us

We can cancel this Policy by sending the **Mutual** 14 days' notice to its registered address. **We** will only do this if **we** have a good reason, for example

- if the **Mutual** does not pay the premium
- a change to **your** circumstances or **property** that means **we** cannot continue to give **you cover**
- if **you** do not cooperate with **us** or the **Mutual** or do not give the **Mutual** information **we** or the **Mutual** reasonably ask for

If **you** have made a claim in the current **Period of Insurance** or there is a potential claim **you** will not receive a refund and if any part of **your contribution** is unpaid on the date **we** cancel this Policy

- any unpaid amount will be deducted from any claim payment or
- **you** will have to pay the unpaid amount

Changes to your cover

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

We may change

- the terms and conditions of this Policy
- the **cover limit** for any Section
- the **excess** for any Section
- remove a Section

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

The **Mutual** 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 the **Mutual** immediately if there are any changes to **your** circumstances or the information

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

You must tell the **Mutual** 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 the **Mutual** 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 the **Mutual** will not cancel **your cover** but may make changes to it
- **you** buy any expensive **contents**

Kitchen equipment

If there is any cooking equipment at the **premises** the following must be carried out

- fryers must never be left unattended while the heat source is switched on
- material that could catch fire must be kept away from the cooking equipment
- ducts, fans, extractors, motors and plenums must be cleaned at least once every 6 months by an independent cleaning service and you must keep a record of the cleaning
- automatic extinguishing systems serving cooking appliances, including hoods, extractors and ducts must be serviced and tested at least once every 6 months by an independent service contractor and **you** must keep a record of this
- all deep fat frying equipment must have an annual maintenance and a service agreement in place and the maintenance and service carried out
- hoods and filters must be cleaned at least once a week
- **you** must have a minimum of the following near the cooking area
 - a wet chemical extinguisher Class F or
 - a fixed wet chemical installation fitted in the hood of any frying equipment
 - a fire blanket of adequate size
 and
 - there must be at least one 2 gallon water fire extinguisher at the **premises**
- fryer hoods and ducting are more than 300mm away from of any partitions, ceilings, doors or floors that can catch fire and must be protected by fire resistant substances or materials
- thermostats must be fitted to any frying range set to prevent fats rising above 205 degrees centigrade, or the manufacturer's recommended temperature if this is less than 205 degrees centigrade and an automatic cut-out must be fitted to protect against thermostats failing
- a metal canopy with a heavy duty extractor fan that has an integral grease filter must be fitted above any deep fat fryer

All other cooking equipment must be properly maintained and regularly serviced

Chill and deep freeze units

We may, at any reasonable time, inspect any chill or deep freeze unit at the **premises**

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 the **Mutual** agrees 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

Drinks licence

You must tell the **Mutual** immediately and not later than 24 hours after there is

- a complaint against the **business, premises** or the control of the **premises**
- any proceedings against or conviction of the licence holder, manager, tenant or occupier of the **premises** for any breach of the licensing law
- anything that affects or questions the character, reputation, honesty, moral standing or alcoholic drinking habits of the manager, tenant or occupier of the **premises**
- a change in the tenancy or management of the **premises**
- a transfer or proposed transfer of the licence
- any alteration in the way the **premises** are used
- any objection to renew or other circumstances that may endanger the licence or the renewal of the licence

Expensive items

If the **Mutual** asks, **you** must give the **Mutual** a receipt or an up-to-date valuation for any item of **contents** worth more than £20,000

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 the **Mutual** 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 the **Mutual** has 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

Flat roofs

A competent roofing contractor must inspect any flat part of the roof of the **property** at least once every 2 years. **You** must follow any recommendations the contractor makes and carry out any work needed following the inspection. **You** must keep the inspection reports

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 Policy 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 cover**
- change **your cover**
- add or change an **excess**

and **your contribution** may change

Information

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

You must also tell the **Mutual** about any risks **your business** faces and anything that affects or might affect **your cover** even if the **Mutual** has 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 the **Mutual** changes after **you** first take out **your cover**, renew it or during the **cover period**, **you** must tell the **Mutual**

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

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

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

- treat this Policy as if it never existed
- refuse to pay any claim
- change the terms of **your cover**

- not pay a claim in full
 - change the excess
- and the extent of the **cover** may be affected.

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

Interpretation

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

Where this Policy 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

Language

The terms, conditions and other information about this Policy 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

Money

You must keep

- a complete record of all **money you** keep on the **premises** and **in transit**
- the record in a secure place other than in a safe containing **money**
- a copy of the **records** away from the **premises**

No transfer

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

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

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

Before each renewal of Section 16 Personal accident **you** must tell **us** about any **injury** or illness **you, your directors, partners** or **employees** who have Personal accident cover have suffered

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 Policy

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 cover**

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 Policy remains unchanged. If **we** consider the survey report is unsatisfactory **we** can

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

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

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

Thatched roofs

If **your buildings** have a thatched roof **you** must

- keep it in good condition
- arrange for a qualified thatcher to inspect it in the first 60 days of **your cover** and then certify it every 5 years
- give **us** or the **Mutual** a copy inspection certificates if **we** ask for them
- keep the wiring of the **buildings** in good condition and have it regularly inspected by a qualified electrician or electricity company
- keep all chimneys and flues in good condition, regularly swept and maintained
- fit spark resistors to all chimneys
- install fire extinguishers in the **buildings** in line with fire authority guidelines
- keep in good condition and regularly maintain all portable heating in the building

Third parties

Except as regards a **Member**, this Policy is not intended to nor does it create any rights, entitlements, claims or benefits enforceable by any person that is not a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded hereunder. Accordingly, no other person shall derive any benefit or have any right, entitlement or claim in relation to this Policy except as provided for in the Third Parties (Rights Against Insurers) Act 2010.

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 cover** unless **you** tell the **Mutual** that they are **unoccupied** and the **Mutual** agrees to include them

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

- put special terms on **your cover**
- cancel any Section
- cancel **your cover**

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

If the **Mutual** agrees to include an **unoccupied building** or part of a **building** in **your cover**, 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 the **Mutual** the **building** or part of a **building** is **unoccupied** until we tell **you** our decision, **your cover** 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

Valuables and jewellery

- If **you** have **valuables** worth more than £2,000 each **you** must tell **us** about them if **you** want them included in this Policy
- If **your cover** includes **valuables** every 5 years
 - any **valuable** worth more than £5000 must be professionally valued
 - **you** must arrange for a jeweller to check and maintain the stone settings and clasps of jewellery and watches valued at more than £5,000

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**

General exclusions

The following exclusions apply to the whole of this Policy wording

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 cover**

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

Unless **you** have chosen Section 3 Cyber liability, **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
- date 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 any Sections 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 in a Section

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 cover**

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 Policy

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

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 Policy 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

How we settle your claim

If there is **cover** under more than one Section for the same cause of the **damage**, loss, theft, **injury** or death **we** will only consider a claim under one Section

Amount of payment

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

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**

Section 11 Buildings

We will normally expect **you** to repair, restore or rebuild any **damaged buildings**. If **you** and **we** agree in writing that it is unreasonable to repair, restore or rebuild

We may choose to pay

- the amount the **damage** has reduced the market value of the **buildings** by, up to the costs to repair or rebuild them or
- the value of the **property** at the time of the **damage** or
- the cost to repair the **damage**

If parts of the buildings are destroyed **we** will not pay a claim to repair or restore the **damaged** parts for more than the cost to repair or restore all of the **buildings** if they were totally destroyed

Section 12 Contents

We may choose to pay

- the value of item(s) at the time of the loss, theft or **damage** or
- the cost to repair the **damage** or
- the cost to replace the lost, stolen or **damaged** item(s)

If **we** choose to replace a **damaged** item it will be with a new item as similar as possible to the original item when it was new

We will not agree to replace a **damaged** item

- with a new improved version
- if the item can be repaired for less than the cost of a new one

We will not agree to pay the cost to replace a lost, stolen or **damaged** item with a new item

- if **you** buy a second-hand replacement

Section 10 Stock

We may choose

- to pay the cost to **reinstate** the **damaged** or stolen **stock** or
- pay the value of **damaged** or stolen **stock** at the time of the **damage** or
- pay the agreed sale price of **damaged** or stolen **stock** **you** have sold but not delivered

Section 15 Business interruption

We may agree to make monthly payments to **you** during the **indemnity period**

If **your business** is divided into different departments, **we** may look at each department separately when **we** calculate the amount **we** agree to pay

We will calculate the amount **we** will pay for lost **gross profit** as follows

- **your** turnover in the 12 months immediately before the business interruption happened multiplied by

- the percentage of **gross profit** earned from **your** turnover in **your** financial year immediately before the business interruption happened

If **contents** or **stock** are **damaged** and **you** make a claim under Section 12 Business interruption for lost **income** or **gross profit** **you** must hold a salvage sale during the **indemnity period** to reduce the amount of **your** lost **gross profit**

After the salvage sale, **we** will calculate the amount **we** will pay for **your** lost **gross profit** as follows

- **your** turnover in the 12 months immediately before the business interruption happened
less
- **your** turnover during the **indemnity period** less **your** turnover for the period of the salvage sale multiplied by
- the percentage of **gross profit** earned from **your** turnover in **your** financial year immediately before the business interruption happened
less
- **your** actual **gross profit** during the time of the salvage sale

For lost **income** **we** will take off the amount obtained in the salvage sale from any claim payment

Automatic cover limit change

We will reduce the **cover limit** if **your property, contents** or **stock** are **damaged**, lost or stolen and only put it back to what it was when **you** **reinstate** the **damage** or replace the lost or stolen items unless **you** ask **us** in writing not to. **You** may have to pay an extra **contribution** when the **cover limit** is put back to what it was

Computers and portable computers

- the cost to **reinstate** the stolen or **damaged computers** and **portable computers**

We may choose to

- repair **computers** to a new condition or
- replace with a **computer**
 - that has the same performance and capacity or
 - that has the nearest higher performance and capacity
 - **reinstate** programs and **data**

Excess

You must pay the first part of a claim where **Your Business Cover Schedule** or this Policy wording shows an **excess** applies

If more than one **excess** applies, **you** must pay the highest **excess**

Flooring and carpets

We will only pay to **reinstate** flooring and carpets in a room or clearly identifiable area where the **damage** happened. **We** will not agree to pay the cost to replace any other undamaged matching flooring and carpets, for example in another room or area

Insurance or other indemnity

If **you** can claim on insurance or somewhere else for something included in this **cover** 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 **cover** **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 Policy wording, **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 **cover**

Pairs, sets and matching items

We will pay for a **damaged**, lost or stolen item that is one of a pair, or part of a set or suite or collection.
We will not agree to pay for any other undamaged or remaining item in a pair, set, suite or collection

Recovered items

You must tell **us** as soon as possible if any lost or stolen items **we** have paid a claim for are recovered
You will have the option to pay **us** back the amount **we** paid **you** and keep the items or give the items to **us**, if **we** ask for them

If **we** recover lost or stolen items after **we** have paid **you**, **you** have 60 days to buy them back from **us** from the date **we** write and tell **you** **we** have the items

We will charge **you** the lowest of

- what **we** paid **you** less the costs of recovering the item or
- the market value at the date of recovery

Recovered money and book debts

If any **book debts**, stolen **money**, including any funds stolen from a bank or other financial institution, are recovered after **we** pay a claim they will belong to **us** and **we** will keep the amount of **money**

- for the costs to recover it
- for the amount **we** have paid **you** for the claim

and pay to **you** any amount left

Specified items

We will remove specified items from this **cover** if they are lost, stolen or destroyed

VAT

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

Wear and tear

We may reduce what **we** pay for wear, tear and depreciation. For **contents** and **personal belongings** **we** will reduce what **we** pay for wear, tear and depreciation of clothing, household linen or any item that is not repairable or **you** do not replace. If other items of **contents** or **personal belongings** are in good condition **we** will not reduce for wear, tear and depreciation

Claims conditions

These claims conditions apply to all claims made under this **cover**. 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 cover**

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 **cover**

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 cover**, even if the claim is likely to be less than any **excess**

Cover under more than one Section

If **your** claim falls under more than one Section **we** will only consider **your** claim under one Section

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 **cover**, 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 **cover**

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

Claims procedure

If the Member becomes aware of any event, which may be covered by this insurance the Member must first make a claim under their Mutual Cover.

We will not consider any claims under this insurance until The Mutual has given its final decision on the claim made under the Mutual Cover in writing.

The **Member** must notify **Us** by telephone or email that they wish to make a claim under this insurance. The notification must give the claims reference number of the claim made under the **Mutual Cover** and must be sent to:

- report by telephone 020 3903 5359
- report by e-mail Builders@military-mutual.co.uk