

The **co-operative** insurance  
good with money

# Standard Self-Employed Policy

Your policy document

# Useful Telephone Numbers

## Claims Helpline (24 hours)

**0800 046 2198**

The Claims helpline can be used by anyone wishing to report a claim on any of The Co-operative commercial insurance products.

## Legal and Tax Helpline (24 hours)

**0845 300 2988**

Call this helpline anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free - all You pay for is the price of the call.

## Renewal Line

**0800 046 6342**

Phone this number to enquire about renewing your policy.

## Change of Policy Details

**0800 046 6342**

Phone this number if you have any questions about your insurance or wish to make any changes to your policy.

## Marketing

**08457 46 46 46**

The information you provide may also be used for research and marketing purposes by members of The Co-operative Financial Services and The Co-operative Group. Therefore from time to time you may receive information about special offers, products or services that we feel may be of interest to you. If you do not wish to receive such information please telephone us on the above number.

## Telephone Call Recording

For Our joint protection telephone calls may be recorded and/or monitored.

# Introduction

Thank You for choosing The Co-operative Insurance as Your insurer.

This is Your Standard Self-Employed policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Us.

# Contents

This policy is made up of individual Sections. It should be read in conjunction with Your current Schedule which indicates the Section You are Insured under and gives precise details of Your insurance protection.

<b>The Contract of Insurance</b>	<b>3</b>
Our promise to You	3
<b>Our Promise of Service</b>	<b>4</b>
What to do if You have a complaint	4
<b>Important information</b>	<b>5</b>
<b>Policy Definitions</b>	<b>6</b>
<b>Asset Protection</b>	<b>8</b>
Property Damage	8
Money and Assault	11
<b>Revenue Protection</b>	<b>14</b>
Business Interruption	14
<b>Asset and Revenue Protection</b>	<b>17</b>
Terrorism Section	17
<b>Legal Liabilities</b>	<b>19</b>
Employers' Liability	19
Public and Products Liability	22
Commercial Legal Protection	27
<b>Employee Benefits</b>	<b>35</b>
Personal Accident	35
Business Travel	37
<b>Policy Exclusions</b>	<b>43</b>
<b>Policy Conditions</b>	<b>46</b>

# The Contract of Insurance

Your policy is a contract between Us, CIS General Insurance Limited and You, the Policyholder. The statement of fact and declaration which You have accepted will be the basis of the contract.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

## **IMPORTANT**

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant please ask Us. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us when You renew this policy.**

# Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

## What will happen if You complain?

1. We will acknowledge your complaint within 2 working days.
2. We aim to resolve complaints following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

If You remain unhappy with the decision You receive, You may write to the Chief Executive. If You are dissatisfied with Our final decision, You can refer the matter to the Financial Ombudsman Service (FOS).

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

## What should I do?

The steps You should take if dissatisfied

### Step 1 Seek resolution by The Co-operative Insurance

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact Us. You can write to The Co-operative Commercial, PO Box 7594, PERTH, PH2 1FA or telephone 0800 046 6342, whichever suits You, and ask Your contact to review the problem.

### Step 2 Refer Your complaint to Our Chief Executive.

If You remain unhappy with the decision You receive, please write with full details including policy number and/or claim number, to:

The Chief Executive  
Central Customer Relations Unit  
Miller Street  
Manchester  
M60 0AL

### Step 3 Refer Your complaint to the Financial Ombudsman Service.

If after making a complaint to Us You are still unhappy and You feel the matter has not been resolved to Your satisfaction please contact the FOS at:

Financial Ombudsman  
Service South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Or telephone 0845 080 1800,  
or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Important Information

## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

## Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Us.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

# Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

## Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

## Data

All information which is

1. electronically stored, or
2. electronically represented, or
3. contained on any current and back-up disks, tape or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## Data Storage Materials

Any materials or devices used for the storage or representation of Data including, but not limited to, disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

## Employee

Any person who is

1. under a contract of service or apprenticeship with You
2. borrowed by or hired to You
3. a labour master or supplied by a labour master
4. employed by labour only subcontractors
5. self-employed
6. under a work experience or training scheme
7. a voluntary helper while working under Your control in connection with The Business
8. an outworker or homeworker when engaged in work on Your behalf.

## Endorsement/Endorsements

An alteration to the terms of the policy.

## Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which You must bare for each and every event and You will reimburse any such amount paid by Us.

## Failure

Any partial or complete reduction in the

1. performance, or
2. availability, or
3. functionality, or
4. the ability to recognise or process any date or time,

of any

- (a) Computer and Electronic Equipment,
- (b) electronic means of communication,
- (c) web site.

## Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

## Malicious Contingency

1. riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
2. malicious persons other than thieves and Cyber Vandals.

## Money

Current

1. coin, bank and currency notes
2. postal and money orders, banker's drafts, cheques and giro cheques
3. crossed warrants, bills of exchange and securities for money
4. postage, revenue, national insurance and holiday with pay stamps
5. national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
6. credit company sales vouchers, luncheon vouchers and trading stamps
7. VAT invoices.

## Period of Insurance

From the effective date until the expiry date shown in The Schedule or, as the case may be, any subsequent period for which We accept payment for renewal of this policy.

## Property Insured

Property Insured as detailed in The Schedule.

## Specified Contingency

1. Fire
2. Lightning
3. Explosion
4. Aircraft and other aerial devices or articles dropped from them
5. Earthquake
6. Storm or flood
7. Escape of water from any tank apparatus or pipe
8. Falling trees
9. Impact
10. Escape of fuel from any fixed oil heating installation.

## The Business

Activities directly connected with The Business described in the statement of fact and specified in The Schedule.

## The Premises

The Premises as stated in the statement of fact and specified in The Schedule.

## The Schedule

The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions applying to the policy.

## Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

## We/Us/Our/The Co-operative Insurance

CIS General Insurance Limited.

## You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as the Policyholder.

# Asset Protection

## Property Damage Section – All Risks

### Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Damage

Accidental loss, destruction or damage.

### Defined Contingency

1. Fire
2. Lightning or earthquake
3. Explosion
4. Aircraft
5. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
6. Malicious persons other than thieves
7. Storm or flood
8. Escape of water from any tank, apparatus or pipe
9. Falling trees or radio/TV aerials
10. Impact
11. Leakage of fuel
12. Theft or attempted theft.

### Property Damage Excess

The amount (or amounts) shown in The Schedule which We will deduct from each and every claim at each separate premises.

### Cover

We will indemnify You in respect of Damage to the Property Insured at The Premises occurring during the Period of Insurance.

### Exclusions

(Also refer to the Policy Exclusions at the back of this booklet).

We will not indemnify You in respect of

1. Damage caused by or consisting of
  - (a) an existing or hidden defect in the property
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level

- (d) faulty design of the Property Insured or faulty materials used in its construction
- (e) faulty workmanship, operating error or omission by You or any Employee
- (f) the bursting of
  - i a boiler
  - ii other equipmentwhere the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

2. Damage caused by or consisting of
  - (a)
    - i corrosion, rust or rot
    - ii shrinkage, evaporation or loss of weight
    - iii dampness or dryness
    - iv scratching
    - v vermin or insects
  - (b) change in
    - i temperature
    - ii colour
    - iii flavour
    - iv texture or finish
  - (c)
    - i nipple or joint leakage or failure of welds
    - ii cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (d) mechanical or electrical breakdown of the Property Insured.However, We will indemnify You in respect of
  - i Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
  - ii any subsequent Damage which itself results from a cause not otherwise excluded.
3. Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by

  - (a) pollution or contamination which results from a Defined Contingency
  - (b) a Defined Contingency which results from pollution or contamination.

4. Damage caused by or consisting of
  - (a) acts of fraud or dishonesty
  - (b) i disappearance
    - ii unexplained or inventory shortage
    - iii misfiling, misplacing of information or clerical error.
5. Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.
6. Damage to the Property Insured resulting from its undergoing any process of
  - (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
7. Damage to
  - (a) china, earthenware, marble or other fragile objects (not including stock in trade)
  - (b) a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.
8. Damage to
  - (a) property in the course of construction including materials for use in the construction
  - (b) livestock
  - (c) growing crops or trees
  - (d) vehicles licensed for road use including accessories on or attached to them
  - (e) caravans or trailers
  - (f) railway locomotives or rolling stock
  - (g) watercraft or aircraft
  - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations.

9. Damage caused by theft or attempted theft
  - (a) not involving entry into or exit from buildings by forcible or violent means
  - (b) by any person lawfully in The Premises
  - (c) where You or Your partners, directors or Employees or any member of Your household is involved
  - (d) from any building or part of any building not capable of being locked
  - (e) from the open or from any yard, compound, garden or car park.
10. Damage to moveable property in the open by
  - (a) wind
  - (b) rain, hail, sleet or snow
  - (c) flood
  - (d) dust.
11. Damage to property more specifically insured.
12. the Property Damage Excess.
13. consequential loss or damage of any kind.

## Clauses

### 1. Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

### 2. Basis of Claim Settlement

- (a) If Property Insured other than contractors' tools, stock, Employees' pedal cycles or personal belongings is destroyed We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our Liability.
- (c) All work must begin and be carried out as quickly as possible.

- (d) We will not pay under this clause
  - i until You have incurred the cost of replacing or repairing the property
  - ii if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
  - iii if You do not comply with any of the terms of this clause.

### 3. All Other Contents

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs but only for
  - i the value of the materials
  - ii the cost of labour and computer time spent in reproducing them.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost.

- (d) Employees' pedal cycles and other personal belongings but only if they are not otherwise insured.

The maximum We will pay for any one Employee's property is £500.

- (e) visitors' personal belongings.

The maximum that We will pay for any one visitor's property is £500.

- (f) trade samples and goods in trust held at The Premises.

The maximum We will pay is £500.

### 4. Debris Removal

The Sum Insured for each item, except on stock, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (b) arising from pollution or contamination of property not insured under this Section
- (c) more specifically insured.

### 5. Limit of Liability

The maximum We will pay under this Section will not exceed the Sums Insured stated in The Schedule.

### 6. Temporary Removal

We will indemnify You in respect of Damage as Insured under this Section to the Property Insured, while temporarily removed elsewhere or in transit anywhere in Europe and for up to 30 days in each Period on Insurance anywhere in the world.

We will not indemnify You in respect of Damage caused

- (a) by theft or attempted theft from any unattended vehicle where
  - i all doors and windows have not been locked
  - and
  - ii the vehicle is not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight
- (b) to property in any soft topped, open topped or open sided vehicle by storm or malicious persons or theft or attempted theft.

### 7. Damage Arising From Personal Use of Property Insured

We will indemnify You in respect of Damage to Property Insured in the event that such Damage occurred whilst not in connection with The Business provided that the Property Insured had been purchased for business purposes.

# Money and Assault Section

## Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

## Bodily Injury

Bodily Injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

## Business Hours

Your normal working hours and any other period during which You or any Employee entrusted with Money is on the Premises in connection with The Business.

## Insured Person

You or Your directors, principals or Employees aged between 16 and 65.

## Loss of Limb

1. severance at or above the wrist or ankle  
or
2. total and permanent loss of use of a hand, arm, foot or leg.

## Cover

### Money

We will indemnify You in respect of

1. loss of Money occurring during the Period of Insurance, which
  - (a) belongs to You  
or
  - (b) You are responsible for  
in connection with The Business up to the Limit Any One Loss set against each item in the Specification below.
2. loss or damage occurring during the Period of Insurance to
  - (a) any case, bag or waistcoat used for carrying Money following theft or attempted theft
  - (b) clothing and personal effects belonging to You, Your principals or any Employee up to a limit of £500 per person following theft or attempted theft away from The Premises.

## Specification

### Item 1

	Limit Any One Loss
Stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices	£250,000

### Item 2 - Money other than described in Item 1

	Limit Any One Loss
(a) in transit or in a bank night safe until removed by a bank official	£1,000
(b) on The Premises whilst You or any Employee is working there	£1,000
(c) at Your home or the home of any Employee or principal	£500
(d) contained in a locked safe on The Premises outside Business Hours	£1,000

Our liability will not exceed the limits shown in the Specification.

### Exclusions

(Also refer to the Policy Exclusions at the back of this booklet).

We will not indemnify You in respect of

1. shortages due to clerical or accounting errors
2. loss due to the dishonesty of Your principals or any Employee
  - (a) not discovered within 7 working days of the loss
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance

3. loss of Money from unattended vehicles
4. loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## Cover

### Assault

We will pay compensation to You for Bodily Injury to an Insured Person caused by theft or attempted theft, which happens in the course of The Business and results in any of the following contingencies

1. death - occurring within 24 months of Bodily Injury
2. total and permanent loss of sight in one or both eyes - occurring within 24 months of Bodily Injury
3. loss of one or more limbs - occurring within 24 months of Bodily Injury
4. any other total and permanent disablement which, after 24 months of the occurrence, prevents the Insured Person from pursuing any occupation
5. total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
6. partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation.

## Clauses

### 1. Amounts Payable

- (a) We will pay
  - i weekly compensation at 4 weekly intervals
  - ii compensation under contingencies 5 and 6 for a maximum of 2 years from the date that the disablement started
- (b) weekly compensation being paid for the same injury will end if We pay compensation under any of contingencies 1-4
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies 1-4
- (d) We will pay the following compensation

Contingency Number	Compensation
1.	£10,000
2.	£10,000
3.	£10,000
4.	£10,000
5.	£100 per week
6.	£50 per week.

### 2. Medical Evidence

- (a) We may require
  - i an Insured Person to undergo medical examination or
  - ii a post mortem to be carried out at Our expense.
- (b) You, or Your legal representative will supply to Us, at Your expense, any
  - i certificate
  - ii information
  - iii evidencein the format We require.

## Endorsements and Conditions

This Section is subject to any Endorsements or Conditions which are stated in The Schedule as applying.

(Also refer to the Policy Conditions at the back of this booklet).

If in relation to any claim You fail to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

### 1. Records and Key Security

- (a) You shall keep a complete record of Money in a different secure place to where Money is kept
- (b) When The Premises are not occupied by You or an authorised Employee you must keep the keys in a secure place away from the safe.

# Revenue Protection

## Business Interruption Section

### Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Notes

1. All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
2. Any adjustment made for current cost accounting will be ignored.

### Item on Increase in Cost of Working

#### Damage

As described in the Property Damage Section.

#### Premises

Any Premises where You are conducting Your Business within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### Indemnity Period

The period during which The Business results are affected due to the Damage, starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period.

#### Maximum Indemnity Period

The number of months stated in The Schedule.

### Item on Income

#### Damage

As described in the Property Damage Section.

#### Premises

Any Premises where You are conducting Your Business within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### Income

The money paid or payable to You

1. for goods sold or delivered less the purchase cost of stock or materials  
and/or
2. services provided

in the course of The Business at The Premises.

### Indemnity Period

The period during which The Business results are affected due to the Damage, starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period.

### Maximum Indemnity Period

The number of months stated in The Schedule.

### Cover – Increase in Cost of Working

We will indemnify You in respect of Your additional expenditure which has been reasonably and necessarily incurred to continue The Business during the Indemnity Period, resulting from Damage occurring during the Period of Insurance to property used by You at The Premises for the purpose of The Business to the extent of Cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such property.

The amount payable will be

1. 25% of the Sum Insured during the first three months of the Indemnity Period
2. for each subsequent month of the Indemnity Period, an equal proportion of the balance of the Sum Insured
3. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings in expenses made due to the Damage.

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in The Schedule at the time of the Damage.

## Cover – Income

We will indemnify You in respect of loss resulting from Damage occurring during the Period of Insurance to property used by You at The Premises for the purpose of The Business to the extent of Cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such Property Insured.

The amount payable will be

1. the amount by which the Income falls short of the Income which would have been received during the Indemnity Period due to the Damage
2. any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage

We will not pay more than We would pay under 1 above.

3. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings during the Indemnity Period in respect of business charges or expenses payable out of Income which reduce or stop due to the Damage.

In addition the amount payable will take into account any Income received during the Indemnity Period from conducting Your Business elsewhere than at The Premises.

## Clauses

We will also indemnify You in respect of loss as insured under this Section resulting from

### 1. Boilers

Damage to boilers or other equipment in which internal pressure is due to steam only on The Premises.

### 2. Property in Transit

Damage to Your property whilst in transit by road, rail or inland waterway in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, We will not indemnify You in respect of Damage to any road or rail vehicle or waterborne craft.

### 3. Failure of Utilities

Accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertaking's feed to The Premises.

We will not indemnify You in respect of

- (a) accidental failure which lasts less than 30 minutes
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority's power to withdraw or restrict supply
- (d) industrial action
- (e) drought.

## 4. Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of

- (a) accidental failure caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) drought or other weather conditions unless equipment has been damaged
- (e) lasting less than 24 consecutive hours.

The maximum We will pay will be

- i £100 for each day in respect of any one failure
- ii £2,500 in respect of all failures in any one Period of Insurance.

## Exclusions

(Also refer to the Policy Exclusions at the back of this booklet).

We will not indemnify You if

1. The Business is
  - (a) wound up or carried on by a liquidator or receiver
  - (b) permanently discontinued
2. Your interest ceases otherwise than by Your death.

However, We will indemnify You if We issue written agreement stating otherwise.

## Endorsements and Conditions

The Section is subject to any Endorsements or Conditions which are stated in The Schedule as applying.

(Also refer to the Policy Conditions at the back of this booklet).

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

### 1. Claims Procedure

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or diminish the loss
- (b) at Your expense, provide Us with
  - i a written Claim and
  - ii details of other insurances covering the Damage or loss resulting from itwithin 30 days after the expiry of the Indemnity Period or such further time that We may allow
- iii books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

# Asset and Revenue Protection

## Terrorism Section

### Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Act of Terrorism

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

### Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

### Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We shall deduct from each and every claim at each separate location.

You will repay any such amount paid by us.

### Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether the property of You or not.

### Head/Heads of Cover

Any of the following types of direct insurance cover:

1. Buildings and completed structures
2. Other property insured hereunder
3. Business Interruption
4. Book Debts.

### Private Individual

Any person other than

1. A company, association or partnership
2. A trustee or body of trustees where insurance is arranged under the terms of a trust
3. A person who owns Residential Property for the purpose of their business as a sole trader
4. A person who owns Residential Property of which in excess of 20% of the property is commercially occupied.

### Note:

- (a) where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property; and
- (b) where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured, they will be deemed to be a Private Individual in respect of that property.

### Residential Property

1. Private dwelling houses and flats.
2. Household goods and personal effects.

### Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

### Virus or Similar Mechanism

Program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data, files or operations whether involving self-replication or not.

This includes but is not limited to trojan horses, worms and logic bombs.

### Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this Policy where the Head of Cover is otherwise insured.

## Exclusions

The following Exclusions apply to this Section.

1. We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
  - (a) damage to any computer or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether Your property or not where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.
  - (b) riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.

## Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this booklet).

1. The insurance provided by this Section is subject to all the Definitions, Conditions, Clauses, Endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions, Conditions Precedent and Policy Conditions except
  - (a) any which provide for adjustments of premium
  - (b) any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - (c) any provision for the automatic reinstatement of sums insured
  - (d) any Long Term Undertakingand providing that if there is conflict between this Section and the rest of the Policy, this Section shall prevail.
2. We will not indemnify You under this Section unless and until
  - (a) The Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism, as defined in this Sectionor in the event of the Treasury refusing to issue such a certificate
  - (b) a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism, as defined in this Section.

3. We may cancel the cover provided by this Terrorism Section
  - (a) By sending You 30 days written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period.or
  - (b) Immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement. We will not refund any instalment paid.
4. In any action or suit or proceedings where we allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You.

## Conditions Precedent

It is a Condition Precedent to Our liability that

1. You must declare to Us all property and/or premises owned by You or for which You are responsible including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
2. You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.

# Legal Liabilities

## Employers' Liability Section

### Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

1. Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Enquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
2. Costs and expenses incurred with Our written consent
3. Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

### The Insured

1. You
2. Your personal representatives in respect of legal liability You incur
3. At Your request
  - (a) any director, partner, or Employee of Yours
  - (b) the officers, committees and members of Your
    - i canteen, social, sports, educational and welfare organisations
    - ii first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditionsor the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims arising out of one cause.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from Premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to

1. any Employee engaged by You outside The Defined Territories for the purpose of work
2. by any such Employee outside The Defined Territories.

### Cover

We will indemnify The Insured against

1. legal liability to pay Compensation and
2. Costs and Expenses in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by You in The Business and caused during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

### Clauses

#### 1. Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your Premises
- (b) upkeep of vehicles and plant owned and used by You
- (c) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (d) Your first aid, fire, security and ambulance services
- (e) Your participation in exhibitions
- (f) private work by any Employee, with Your prior consent, for You or any director, partner or Employee of Yours.

## 2. Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

## 3. Cross Liabilities

We will indemnify each party named as the Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## 4. Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business
2. in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any person other than an Employee
3. where indemnity is provided by another insurance policy.

## 5. Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

## 6. Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay

- (a) for You, each director or partner is £250 per day
- (b) for each Employee is £150 per day.

## 7. Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of

- (a) damages
- and
- (b) costs

awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (a) the Bodily Injury was sustained by the Employee arising out of and in the course of employment by You in The Business and was caused during any Period of Insurance
- (b) the judgment was obtained in a court within The Defined Territories
- (c) there is no appeal outstanding to the judgment
- (d) the Employee, or his or her personal representative, assigns the judgment debt to Us.

## 8. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
2. in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any person other than an Employee.
3. in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
4. where indemnity is provided by another insurance policy.

## Exclusions

(Also refer to the Policy Exclusions at the back of this booklet).

We will not provide indemnity in respect of

1. work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel.
2. Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
3.
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

# Public and Products Liability Section

## Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

## Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

## Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

## Compensation

Damages, including interest.

## Costs and Expenses

1. Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Enquiry  
or
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

2. Costs and expenses

incurred with Our written consent

3. Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

## Damage

Physical

1. loss
2. destruction
3. damage.

## Personal Injury

1. Bodily Injury
2. wrongful
  - (a) arrest, detention or imprisonment
  - (b) eviction
  - (c) accusation of shoplifting.

## Pollution or Contamination

1. Pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
2. all loss, Damage to Property or Bodily Injury directly or indirectly caused by such pollution or contamination.

## Products Supplied

Anything which is

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

by You or on Your behalf and which is no longer in the custody or control of The Insured.

## Property

Material property.

## The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

## The Insured

1. You
2. Your personal representatives in respect of legal liability You incur
3. at Your request
  - (a) any director, partner, or Employee of Yours
  - (b) the officers, committees and members of Your
    - i. canteen, social, sports, educational and welfare organisations
    - ii. first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions

or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of Products Supplied or Pollution or Contamination, The Limit of Indemnity will apply to the total of all events occurring in any one Period of Insurance.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from Premises within The Defined Territories.

### The Works

All works completed or to be completed by You or on Your behalf including

1. all materials incorporated or to be incorporated
2. plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.

### Cover

We will indemnify The Insured against

1. legal liability to pay Compensation and
2. Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction or
2. Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

## Clauses

### 1. Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises
- (b) upkeep of vehicles and plant which are owned and used by You
- (c) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (d) Your first aid, fire, security and ambulance services
- (e) Your participation in exhibitions
- (f) private work by any Employee, with Your prior consent, for You or any director, partner or Employee.

### 2. Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
2. in respect of proceedings which result from any deliberate act or omission by You
3. where indemnity is provided by another insurance policy.

### 3. Contractual Liability

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### 4. Cross Liabilities

We will indemnify each party named as the Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### 5. Defective Premises

We will indemnify The Insured in respect of legal liability in respect of accidental Bodily Injury or Damage to Property arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### 6. Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles or personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

1. loaned, leased, hired or rented to The Insured
2. stored for a fee or other consideration by The Insured
3. in the custody or control of The Insured for the purposes of being worked upon.

### 7. Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
2. in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any Employee
3. where indemnity is provided by another insurance policy.

### 8. Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which You hire, rent or loan in connection with The Business.

We will not provide indemnity in respect of

1. the first £250 of Compensation Costs and Expenses in respect of each occurrence of such Damage caused other than by fire or explosion
2. liability imposed on You solely by reason of the terms of the hiring or renting agreement
3. Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

### 9. Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and/or Damage to Property which arises from any vehicle or trailer attached thereto which is

- (a) not owned by, loaned, leased, hired or rented to You nor provided by You  
and
- (b) which is being used in connection with The Business in The Defined Territories.

We will not provide indemnity

1. in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer

2. while the vehicle is being driven by
  - (a) You
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. where indemnity is provided by another insurance policy.

## 10. Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your Business Premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

1. where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
2. where indemnity is provided by another insurance policy.

## 11. Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay

- |  |               |
|--|---------------|
| (a) for You, each director or partner is | £250 per day  |
| (b) for each Employee is                 | £150 per day. |

## 12. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
2. in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any Employee
3. in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders
4. where indemnity is provided by another insurance policy.

## Exclusions

(Also refer to the Policy Exclusions at the back of this booklet).

We will not provide indemnity in respect of

1. Personal Injury to any Employee or to any working partner or proprietor of The Insured arising out of and in the course of employment by You in The Business
2. the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding 8 metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - i where described in the Motor Contingent Liability Clause
    - ii the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy
3. Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - i The Insured
    - ii any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause

- (c) which requires to be insured under the terms of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- 4. Damage to or the cost incurred by anyone in repairing, removing, replacing reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied or under a separate contract)
  - (b) The Works
- 5. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
- 6. the carrying out of any work or any Products Supplied which affects or could affect
  - (a) the navigation, propulsion or safety of any aircraft or other aerial device
  - (b) the safety or operation of nuclear installations
- 7. Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.  
All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place
- 8. (a) work in or on and travel to, from or within  
(b) Products Supplied to  
any offshore
  - i accommodation, exploration, drilling or production rig or platform
  - ii support vessel
- 9. recalling or making refunds in respect of
  - (a) Products Supplied
  - (b) The Works
- 10. (a) liquidated damages  
(b) penalty clauses  
(c) fines  
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- 11. liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied

- 12. (a) exposure to  
(b) inhalation of  
(c) fears of the consequences of exposure to or the inhalation of  
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of  
Asbestos including any product containing Asbestos.

# Commercial Legal Protection Section

## Definitions

(Also refer to the Policy Definitions at the front of this booklet).

As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0845 300 2988 without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on 0845 300 2988 and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing.

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

## Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

## Aspect Enquiry

An examination by H.M. Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

## Attendance Expenses

1. The salary or wages of the Insured Person for the time they are off work
  - (a) to attend any arbitration, court or tribunal hearing at Our request
  - (b) as a defendant or while attending jury service.
2. We will pay for each half or whole day that the
  - (a) court
  - (b) tribunal
  - (c) employer of the Insured Personwill not pay for.
3. The amount We will pay is based on the following
  - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours
  - (b) if the Insured Person
    - i works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person
    - ii works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

## Costs and Expenses

1. All reasonable and necessary legal or accountancy costs charged by the Appointed Representative and agreed by Us.
2. Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

## Date of Occurrence

1. In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C – Tax).
2. In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
3. Full Enquiries, Aspect Enquiries or Intervention Enquiries, when H.M. Revenue and Customs first notifies in writing the intention to make enquiries.
4. Employers' Compliance and Value Added Tax disputes, when H.M. Revenue and Customs sends an assessment or written decision to You.
5. Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

## Full Enquiry

An extensive examination by H.M. Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

## Insured Person

1. You
2. any director of Yours, or partner, or proprietor of The Business
3. any employee of Yours under a contract of employment with You
4. any other person agreed with Us.

## Intervention Enquiry

An examination by H.M. Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight area where errors have or may occur.

## Legal Proceedings

Legal proceedings for

1. the pursuit or defence of a claim for damages
2. the defence of a criminal prosecution
3. appeal proceedings
4. specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

## Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business stated in The Schedule.

## Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

1. recover damages or obtain any other legal remedy which We have agreed to
2. make a successful defence
3. make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.

## Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

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

## Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

1. the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
2. any Legal Proceedings take place within the Territorial Limits
3. Prospects of Success exist for the duration of the claim
4. in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
5. the maximum We will pay is the Limit of Indemnity
6. You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

## Contingencies

### 1A Employment Disputes

We will defend You

1. prior to the issue of Legal Proceedings following the dismissal of an Insured Person
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
3. in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

4. in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

## 1B Compensation Awards

We will pay

1. any basic and compensatory award
2. an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

1. non payment of money due under the relevant contract of employment or related statutory provision
2. any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (c) statutory rights in relation to trustees of occupational pension schemes
  - (d) statutory rights in relation to Sunday shop and betting work
3. any award ordered as a result of a breach National Minimum Wage laws
4. any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

## Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

### 1. Performance and/or Conduct

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

- (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
- or

- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
- or
- (c) sought and followed the advice from Our 24 hour legal helpline (0845 300 2988).

### 2. Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation, You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

### 3. Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline (0845 300 2988) prior to serving notice of dismissal.

## 1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

## 2 Legal Defence

### 2A Criminal Prosecution

We will defend an Insured Person

1. prior to the issue of Legal Proceedings when dealing with the
  - (a) Police
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the Insured Person has or may have committed a criminal offence

2. following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## 2B Data Protection

1. We will defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998).
2. We will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

## 2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

## 2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

1. an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
2. civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your Employees.

## 2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Business.

## 2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

1. in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
2. at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2B (1).

## 2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

## 3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

1. any event which causes or could cause physical damage or loss to such material property
2. any nuisance or trespass including the eviction of squatters or any person occupying premises owned by you for which you are responsible.

We will not indemnify You in respect of any claim relating to

1. a contract entered into by You
2. tenancy disputes
3. goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - i installation
    - or
    - ii use in work to be carried out by You
4. mining subsidence
5. a motor vehicle whilst being driven by an Insured Person.

## 3B Personal Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

We will not provide indemnity in respect of any claim relating to

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
2. defending the legal rights of an Insured Person or their family members other than defending a counter claim
3. a motor vehicle whilst being driven by an Insured Person or a family member.

## 4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by H.M. Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

## 4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

1. Pay as You Earn  
or
2. Social Security Regulations

following a review by H.M. Revenue and Customs.

## 4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by H.M. Revenue and Customs in respect of Value Added Tax due.

### Condition to Contingencies 4A, 4B and 4C

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

#### Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

1. in respect of any claim caused by Your failure to register for Value Added Tax
2. in respect of any claim arising from any investigations or enquiries undertaken by H.M. Revenue and Customs Special Investigation Section or Special Compliance Office
3. in respect of any claim arising from any investigations or enquiry by H.M. Revenue and Customs into alleged dishonesty or alleged criminal offences
4. in respect of any claim arising from a tax avoidance scheme
5. for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.

## 5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

1. sale
2. provision
3. purchase
4. hire

of goods or services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

1. any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
  - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
  - (c) a loan, mortgage, pension or any other financial product
  - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or motor vehicles where You are engaged in The Business of selling motor vehicles
2. a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
3. a dispute relating to computer hardware, software, systems or services which have been specifically tailored
4. a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
5. the recovery of Money and interest due from another party other than disputes where the other party intimates that a defence exists.

## 6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

## 7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

## 8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover Money and interest due from the sale or provision of goods or services provided that

1. the amount in dispute exceeds £250
2. You have exhausted all reasonable credit control and accounting procedures
3. We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
4. You supply the correct and current name and address of the debtor
5. a claim for debt recovery under this Contingency is made within 90 days of the Money becoming due and payable.

We will not provide indemnity in respect of

1. any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pension or any other financial product
2. a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
3. a dispute relating to computer hardware, software, systems or services which have been specifically tailored

4. the recovery of Money and interest due from another party where the other party intimates that a defence exists.

## Section Exclusions – Applying to all Contingencies

The following Exclusions apply to this Section.

(Also refer to the Policy Exclusions at the back of this booklet).

We will not provide indemnity in respect of any claim

1. if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
2. if any Costs and Expenses are incurred prior to Our written acceptance of a claim
3. for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
4. for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
5. relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
6. relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
7. deliberately or intentionally caused by an Insured Person
8. in respect of a dispute with Us not catered for in Section Conditions 6 and 7
9. for a judicial review
10. relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

11. notified under this Section when, either at the start of or during the course of the claim You
  - i are bankrupt
  - ii have filed a bankruptcy petition or winding-up petition
  - iii have made an arrangement with creditors
  - iv have entered into a deed or arrangement
  - v are in liquidation
  - vi are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

## Section Conditions – Applying to all Contingencies

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this booklet).

### 1. Claims – your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

### 2. Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

### 3. Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An insured person must co-operate fully with Us and the Appointed Representative and must keep Us up to date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

### 4. Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to reclaim any Costs and Expenses We have incurred from the Insured Person.

### 5. Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

### 6. Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

## **7. Arbitration**

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

## **8. Acts of Parliament**

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

## **Endorsements and Conditions**

The following Endorsements and Conditions apply to this Section.

(Also refer to the Policy Endorsements and Conditions at the back of this booklet).

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

# Employee Benefits

## Personal Accident Section

### Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Accidental Bodily Injury

1. injury caused by accidental and/or violent means
2. exposure

occurring within 24 months from the date of the accident by which such injury is caused.

### Insured Person

1. You
2. any director of Yours, or partner, or proprietor of The Business
3. any Employee of Yours under a contract of employment with You aged 75 or under.

### Loss of Limb

1. severance at or above the wrist or ankle  
or
2. the total and permanent loss of use of a hand, arm, foot or leg.

### Cover

We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following contingencies.

### Contingencies

1. death
2. total and permanent loss of sight in one or both eyes
3. total and permanent loss of hearing in one or both ears
4. total and permanent loss of speech
5. loss of one or more limbs
6. any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
7. temporary total disablement which prevents the Insured Person from pursuing their normal occupation
8. temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

We will not provide indemnity in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

### Compensation

The amount of compensation payable to You for any Insured Person shall be the amount shown below multiplied by the number of units stated in The Schedule for that category of Insured Person.

Contingency Number	Limit of Compensation per unit
1.	£5,000
2.	£5,000
3.	£5,000
4.	£5,000
5.	£5,000
6.	£5,000
7.	£50 per week
8.	£25 per week

The maximum number of units per Insured Person is 10.

Compensation for Contingency Number 7 and 8 shall not be payable for the first 14 consecutive days unless the period of each and every injury exceeds 14 consecutive days.

### Exclusions

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

1. (a) the Insured Person suffering from any disability due to a gradually operating cause  
(b) suicide or attempted suicide  
(c) deliberate exposure to danger (except in an attempt to save human life)  
(d) the Insured Person's own criminal act  
(e) the Insured Person being in a state of insanity  
(f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)  
(g) pregnancy or childbirth

2. an Insured Person practising for or taking part in
  - (a) mountaineering or rock climbing requiring use of ropes or guides
  - (b) pot-holing
  - (c) winter sports
  - (d) any kind of racing (except foot races)
  - (e) speed or time trials
  - (f) naval, military or air force service or operations
3. the effects of alcohol or drugs (other than drugs prescribed by a doctor)
4. any treatment for drug addiction.

## Clauses

### 1. Amounts Payable

We will pay

- (a) the compensation stated in The Schedule with weekly benefit being paid at four weekly intervals
  - (b) compensation under contingencies 7 and/or 8 for a maximum of 2 years from the date that the disablement started
- but where We pay compensation under any of contingencies 1 to 6,
- (a) any weekly benefit being paid for the same injury will stop
  - (b) this insurance will end for the Insured Person.

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionally reduced until the total of all benefits does not exceed the maximum accumulation limit.

### 2. Disappearance

If an Insured Person has been missing for a period of 180 consecutive days

and

there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found alive or is found to have been alive.

### 3. Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
  - i a medical examination
  - or
  - ii a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
  - i certificate
  - ii information
  - iii evidence

in the format We require.

### 4. Medical Expenses

When We pay compensation under contingencies 7 or 8, We will also pay up to 15% of this amount in respect of medical expenses incurred.

## Endorsements and Conditions

This Section is subject to any Endorsements or Conditions which are stated in The Schedule as applying to this Section.

(Also refer to the Policy Endorsements and Conditions at the back of this booklet).

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

# Employee Benefits

## Business Travel Section

### Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Accidental Bodily Injury

1. injury caused by accidental and/or violent means
2. exposure.

### Emergency Travel Expense

The additional cost of transport accommodation and Repatriation necessarily incurred upon medical advice in respect of the Insured Person or any relative or friend who has necessarily to travel and/or remain with or escort the Insured Person, or in the case of death funeral expenses (including the cost of transporting the body or ashes to the deceased's country of normal residence or at Our discretion such other country as requested by the personal representatives of the deceased).

### Geographical Limits

1. **Europe** - The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus)
2. **USA** - North America and Canada
3. **Worldwide** - anywhere in the world other than Europe or USA.

### Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

### Hospital

A National Health NHS Trust or registered private hospital licensed by a recognised body for the undertaking of surgical operations.

### Insured Journey

Any authorised journey in connection with The Business which begins during the Period of Insurance, and commences from the time the Insured Person leaves their home, or if later their place of business, to travel within the Geographical Limits stated in The Schedule, continuing during the entire period of the journey and terminating at the time of return to their home, or if earlier their place of business.

If the Insured Journey is solely within the United Kingdom, cover will only be operative if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed included within the period of the Insured Journey provided that it is otherwise within the period set out above.

### Insured Person

1. You
2. Any director of Yours, or partner, or proprietor of The Business
3. Any Employee of Yours under a contract of employment with You
4. Any accompanying spouse or partner.

### Personal Belongings

For the purposes of this Section Personal Belongings means items which are:

- i the property of the Insured Person or within their personal custody and control (not being Your property or otherwise used for the purposes of The Business)  
and
- ii normally carried on or about the person in the course of travel on an Insured Journey.

### Repatriation

With prior approval from Us, and due solely for medical reasons, the return of the Insured Person to the United Kingdom or their normal country of residence if different, by normal scheduled airlines or by an air ambulance or other suitable means of transport.

### United Kingdom

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

## Contingency B1 - Medical Expenses

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting sickness during the course of an Insured Journey outside the limits of the United Kingdom or the Insured Person's normal country of residence if different, We will indemnify You in respect of medical expenses and Emergency Travel Expenses necessarily incurred within 2 years from the commencement of such Accidental Bodily Injury or sickness up to £1,000,000 any one claim.

### Automatic Extensions

#### Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside of the United Kingdom, We will pay You on behalf of the Insured Person £20 for each complete 24 hour period that the Insured Person spends as an in-patient up to a maximum of £500.

## Replacement Personnel

In the event that Repatriation of the Insured Person is necessary as a result of circumstances giving rise to payment of benefit under Contingency B1 or B2 and it is necessary for You to provide one or more replacement personnel, We will indemnify You in respect of the necessary costs incurred in transporting the replacement personnel up to a maximum of £5,000 in total for any one claim.

## Exclusions

1. We will not pay for the first £25 of each and every claim for each Insured Person.
2. We will not be liable for any claim resulting from:
  - (a) Accidental Bodily Injury sustained or sickness contracted by any person aged over 75 years
  - (b) the Insured Person engaging in or taking part in naval, military or air force service or operations, or whilst hunting on horseback, or whilst riding or driving in any kind of race, or flying other than as a passenger by recognised airlines or any fully licensed standard type multi-engined aircraft operated by a recognised air charter company
  - (c) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
  - (d) medical expenses incurred following the Insured Person's return to the United Kingdom or normal country of residence if different
  - (e) the Insured Person being under the influence of, or being directly or indirectly affected by, alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
  - (f) suicide, attempted suicide or intentional self-injury by the Insured Person, or from deliberate exposure to danger (except in an attempt to save human life), or from the Insured Person's own criminal act or Accidental Bodily Injury sustained whilst the Insured Person is in a state of insanity
  - (g) the Insured Person travelling against the advice of a registered medical practitioner
  - (h) the Insured Person giving birth or pregnancy of the Insured Person within 2 months of the most recently advised expected date of confinement.

## Contingency B2 - Emergency Medical Assistance

The Emergency Medical Assistance service is operated by a specialist Emergency Assistance Organisation whose details are advised to You and will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Contingency B1 Medical Expenses. The Emergency Assistance Organisation's experienced multi-lingual staff will deal with enquiries and will ensure that where necessary:

- (a) hospitals are contacted and any necessary fees guaranteed
- (b) multilingual staff are used to converse with doctors and hospitals overseas in their own language
- (c) medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant
- (d) assistance is provided upon arrival in the United Kingdom
- (e) arrangements are made for other Insured Persons to travel home and for the outward and return journeys for the next of kin to a sick or injured Insured Person.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Assistance Organisation, We will pay all associated costs incurred on behalf of the Insured Person.

## Exclusion

We will not pay costs which are not covered under Contingency B1 Medical Expenses.

## Special Conditions

1. If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Assistance Organisation to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.
2. Contingency B2 Emergency Medical Assistance shall not be operative unless Contingency B1 Medical Expenses is also operative.

## Contingency C - Baggage And/Or Personal Belongings

In the event of the Insured Person suffering loss of or damage to baggage and/or Personal Belongings or during an Insured Journey, We will indemnify You or an Insured Person in respect of such loss or damage up to a maximum of £2,000 any one claim.

## Provisions

1. We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to pay cash therefore not exceeding in any event the insured value thereof.
2. The maximum amount payable in respect of any one unspecified item will be £750 or 50% of the total sum insured whichever is the less.
3. Total loss or destruction of an insured item shall be dealt with on a full replacement basis up to a maximum of £1,000 for any unspecified item. There will be no reduction for wear and tear and depreciation.
4. The Insured Person shall take all reasonable care in avoiding any loss or damage to their baggage and/or Personal Belongings.

## Automatic Extension

### Temporary Loss

In the event of the Insured Person being temporarily deprived of their baggage and/or Personal Belongings for at least 8 hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of £250 for any one claim.

Any such payment will be deducted from any benefit payable for total loss or subsequent damage to baggage and/or Personal Belongings where temporary deprivation proves to be permanent.

## Exclusions

1. We will not pay for the first £25 of each and every claim for each Insured Person except when the claim is for temporary loss of baggage on the outward journey.
2. We shall not be liable for any claim resulting from:
  - (a) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
  - (b) moth or vermin or gradual deterioration
  - (c) wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
  - (d) loss of cash, bank or currency notes, cheques, postal orders, travellers' cheques, travel tickets or coupons with distinct monetary value
  - (e) confiscation by customs authorities or other such officials

- (f) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
- (g) loss or damage resulting from pressure in an aircraft cargo hold.

## Contingency D - Money

In the event of the Insured Person suffering the loss of cash, bank or currency notes, cheques, postal orders, travellers' cheques, travel tickets or coupons having distinct monetary value:

- (a) during the course of an Insured Journey or
- (b) occurring during the 72 hours immediately prior to such journey or the 72 hours immediately following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person

We will indemnify You or the Insured Person in respect of such loss up to £1,000 any one claim.

## Provision

The maximum liability in respect of cash, bank or currency notes being carried at any one time shall be limited to £750.

## Automatic Extensions

### Fraudulent Use of Credit Cards

If You or the Insured Person sustains financial loss as a direct result of a credit, charge, debit or bankers' card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify You or the Insured Person for such loss up to a maximum of £500 for any one Insured Journey provided that You or the Insured Person has fully complied with all terms and conditions under which such card has been issued.

### Emergency Passport Expenses

If the Insured Person sustains:

1. loss of or damage resulting in any visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey, We will indemnify You on behalf of the Insured Person in respect of fees charged by the appropriate consular visa and/or passport office for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £750 for any Insured Journey

or

2. theft of any visa and/or passport within 7 days prior to the proposed departure date of an Insured Person, We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained, subject to a maximum of £250 of any claim.

## Exclusions

1. We will not pay for the first £25 of each and every claim for each Insured Person.
2. We will not be liable for any claim resulting from:
  - (a) delay confiscation errors or omissions in receipts or payment or accountancy or depreciation in value
  - (b) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).

## Contingency E - Cancellation, Curtailment Or Change Of Itinerary

In the event of the necessary and unavoidable cancellation, curtailment or change of itinerary of an Insured Journey following:

1. the death or Accidental Bodily Injury or sickness of:
  - (a) the Insured Person or business colleague (with whom the Insured Person intended to travel) or business contact for the purpose of the Insured Journey
  - (b) the Insured Person's legal or common law spouse, partner, daughter, son, sister, brother, mother, father, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, fiancé or fiancée

or
2. as the result of:
  - (a) the death of a close friend of the Insured Person
  - (b) the Insured Person attending compulsory quarantine witness call or jury service
  - (c) the Insured Person's place of residence being subject to physical loss or damage within 10 days of the proposed commencement of the Insured Journey and the Insured Person being unable to adequately secure such premises prior to the commencement of such Insured Journey

- (d) the Insured Person's presence being required by the police following physical loss or damage or theft or attempted theft at the Insured Person's place of residence or place of employment
- (e) cancellation or curtailment of scheduled public transport services consequent upon strike, riot, civil commotion, inclement weather or mechanical breakdown

We will reimburse You or the Insured Person in respect of all non-recoverable deposits advance payments and other charges paid or due to be paid by You or the Insured Person for travel and/or accommodation in respect of the proposed Insured Journey up to £2,000 any one claim.

## Exclusions

We will not be liable for any claim resulting from:

- (a) the Insured Person or the Insured Person's business colleague on the Insured Journey travelling against or planning to travel against the medical advice of a registered medical practitioner
- (b) in respect of any circumstances under 1(b) above any medical condition from which the relevant person is known by the Insured Person to be suffering at the commencement of the Insured Journey or if earlier the date of cancellation or date of curtailment or change of itinerary. This exclusion shall not apply if such condition has been without the necessity of professional treatment or consultation in the 12 months immediately prior to such date
- (c) the death or Accidental Bodily Injury or sickness of any person aged over 75 years
- (d) childbirth or pregnancy where the cancellation curtailment or change of itinerary occurs within 2 months of the most recently advised expected date of confinement .

## Contingency F - Travel Delay And Missed Departure

### Travel Delay

If the outward or homeward departure of an aircraft or sea vessel in which the Insured Person has arranged to travel is delayed for at least 12 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft or sea vessel, We will compensate You by the amount of £20 for the first complete 12 hours delay and £50 for each complete 12 hours delay thereafter, but not exceeding the amount paid in respect of fares for such delayed travel or £500 whichever is the lesser.

## Exclusions

We will not be liable for any claim resulting from:

- (a) the failure of the Insured Person to check in not later than the time indicated by the carriers

- (b) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay
- (c) withdrawal from service temporarily or otherwise of any aircraft or sea vessel on the orders or recommendation of the manufacturer, the civil aviation authority a port authority or any other similar body in any country
- (d) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance.

### Missed Departure

If the bus, rail, water or air transport on which an Insured Person is travelling fails to deliver the Insured Person to the departure port or airport in time to board the vessel or aircraft on which the Insured Person is booked to travel, We will pay up to £500 in respect of the reasonable cost of additional accommodation and transport expenses necessarily incurred to transport the Insured Person to the Insured Person's first destination outside the United Kingdom, provided that the Insured Person has taken all reasonable steps to complete the journey to the final United Kingdom departure port or airport on time.

### Exclusions

We will not be liable for any claim resulting from:

- (a) strike, industrial action, riot or civil commotion which was in existence or for which a warning had been given prior to the date of departure
- (b) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the reason for the missed departure
- (c) withdrawal from service temporarily or otherwise of any aircraft or sea vessel on the orders or recommendation of the manufacturer, the civil aviation authority, a port authority or any other similar body in any country.

### Contingency G - Hijack

In the event of the conveyance in which the Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours, We will pay an amount of £200 to You on behalf of the Insured Person for each complete 24 hour period of detention to a maximum 50 consecutive 24 hour periods.

### Contingency H - Personal Liability

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of accidental death or bodily injury to any other person or accidental loss of or damage to material property of any other person.

### Exclusions

We will not indemnify the Insured Person in respect of:

- (a) accidental death or bodily injury sustained by any member of the Insured Person's family or  
any person who is under a contract of service with You and which arises out of and in the course of their employment by You or liability arising in connection with any business profession or occupation
- (b) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person, their family or of any servant or agent of the Insured Person or liability arising out of the ownership, possession or use by the Insured Person of any land or buildings  
or  
liability arising from the ownership, possession or use of any mechanically propelled vehicle aircraft, hovercraft or watercraft (other than hand propelled watercraft) under the control of the Insured Person
- (c) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement.

### Limitation

Our liability under this Contingency for all damages payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed £1,000,000. All costs and expenses incurred with Our written consent in respect of any claims against You shall be payable in addition notwithstanding that Our total liability does not exceed £1,000,000.

### Conditions

1. The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability under this Contingency and shall provide Us with such particulars and information We may require and shall forward to Us immediately on receipt every letter, writ, summons and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution, inquest or fatal inquiry in connection with the said occurrence. No admission of liability or offer promise or payment shall be made without Our written consent. We shall be entitled at Our discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons and the Insured Person shall give all information and assistance required.

2. We may at any time at Our sole discretion pay to the Insured Person the sum insured stated in this Contingency in respect of any occurrence or any lesser sums for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured Person to pay a sum in excess of the sum insured stated in this Contingency, Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bears to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.

## **Endorsements and Conditions**

This Section is subject to any Endorsements and Conditions which are stated in The Schedule as applying to this Section.

(Also refer to the Policy Endorsements and Conditions at the back of this booklet).

If in relation to any claim you fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment of that claim.

# Policy Exclusions

Each Section of the policy contains exclusions. They must be read in conjunction with the following Policy Exclusions.

We will not provide indemnity in respect of

1. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

1. exclusions 1 (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
2. exclusion 1 (b) does not apply to the Public and Products Liability Section or to the Personal Accident Section, when insured by this policy.
2. death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - (a) directly or indirectly caused by or contributed to by or arising from
    - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - ii the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
    - i dispersing radioactive material and/or ionising radiation or
    - ii using atomic or nuclear fission and/or fusion or other like reaction.

However,

1. exclusion (2) (b) does not apply to the following Sections
  - (a) Employers' Liability
  - (b) Public and Products Liability
  - (c) Personal Accident
  - (d) Business Travelwhen insured by this policy.
2. in relation to the Employers' Liability Section, exclusion 2 (a) above only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party.
3. in relation to the Business Travel Section, when insured by this policy, exclusion 2 (a) will only apply to loss, destruction or damage to any material property arising under
  - i Contingency C - Baggage and/or Personal Belongings
  - ii Contingency D - Money
  - iii Contingency H - Personal Liability.
4. exclusions 2 (a) and (b) do not apply to the Terrorism Section when insured by this policy.
3. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) aboveexcept as stated in the **Special Provisions - Terrorism** below  
Terrorism is defined as any act or acts including, but not limited to
  - i the use or threat of force and/or violence and/or
  - ii harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability).

### Special Provisions - Terrorism

Subject otherwise to the terms, conditions and exclusions of the policy

- (a) When any of the following Sections are insured by this policy

Employers' Liability

Public and Products Liability

exclusions 3(a) and 3(c) do not apply to

- i Employers Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism, is limited to £5,000,000 including costs and expenses
- ii Public and Products Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism, is limited to £2,000,000 or any other amount specified in The Schedule for Public and Products Liability whichever is the lower.

- (b) When the following Section is insured by this policy

Personal Accident

Business travel

Exclusions 3(a) and 3(c) do not apply to this Section provided that for the purposes of Special Provision (b) - Terrorism, the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- i any limits amounts payable or maximum accumulation stated in The Schedule
- or
- ii £1,000,000.

In the event of a claim exceeding the total amount payable under Special Provision (b) - Terrorism, Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

- (c) Exclusions 3(a) and 3(c) do not apply to the Terrorism Section, when insured under this policy.

4. Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.

However, exclusion 4. does not apply to the Terrorism Section, when insured by this policy.

5. (a) Money
- (b) securities or bonds
- (c) jewellery or precious stones
- (d) precious metals or bullion
- (e) furs or curios
- (f) rare books or works of art
- (g) goods held in trust or on commission
- (h) documents or manuscripts
- (i) business books or computer systems records
- (j) explosives

unless specifically mentioned.

However, exclusions 5 (a) to (k) do not apply to the Terrorism section, when insured by this policy.

6. any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- ii the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

1. Property Damage
2. Business Interruption
3. Money and Assault.

Exclusions 6 (a) and (b) do not apply to the Employers' Liability Section, Personal Accident Section, Business Travel - Contingency B1 Medical Expenses Section or Terrorism Section, when insured by this policy.

## Definition

The following definition only applies to this exclusion.

'Defined Contingency'

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

7. any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- i Property Damage
- ii Money and Assault
- iii Business Interruption

Exclusion 7(a) does not apply to the Public and Products Liability Section.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- i Property Damage
- ii Money and Assault
- iii Business Interruption.

Exclusions 7(a) and (b) do not apply to the following Sections, when insured by this policy

1. Terrorism
2. Employers' Liability
3. Commercial Legal Protection
4. Personal Accident.

# Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

## 1. Alteration of Risk

We may at Our option cancel the policy from the date of alteration where

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business which increases the risk of loss, liability, destruction, damage, accident or injury  
or
- (b) Your interest ceases except by will or operation of law unless We have accepted the alteration  
or
- (c) the number of bona fide subcontractors and temporary Employees exceeds 5 at any one time, except where We are notified within 30 days of the number of bona fide subcontractors and temporary Employees exceeding 5 and the necessary additional premium has been paid to us  
or
- (d) payments to bona fide subcontractors and temporary Employees exceed 15% of Your annual turnover.

## 2. Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

## 3. Cancellation

1. If You cancel the policy We will only allow any return premium for the unexpired period of insurance at Our discretion and provided that no claims have been paid or are outstanding during the period of insurance.
2. We may cancel the policy

- (a) by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of the premium paid to Us for the unexpired period of insurance, provided that no claims have been paid or are outstanding during the Period of Insurance.

- (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid and at Our discretion may request full payment of the annual premium if any claims have been paid or are outstanding during the Period of Insurance.

## 4. Claims Procedure

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim and no later than
  - i 30 days of Your becoming aware of the event or occurrence  
or
  - ii 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (c) provide Us with all information and help We require in respect of the claim and where requested by Us, and at Your expense, a written claim containing as much information as possible of the loss, destruction, damage, accident or injury including the amount of the claim
- (d) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (f) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

## 5. Contribution

### Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

### Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy). We will only pay a rateable share of the loss
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## 6. Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity  
or
- (b) the Sum Insured  
or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payments except for costs and expenses incurred prior to the payment of the claim.

## 7. Fraud

We will avoid the policy from the date of the loss or alleged loss

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated  
or
- (b) a false declaration or statement is made in support of a claim.

## 8. Identification

The policy and The Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

## 9. Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

## 10. Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or Premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for loss, destruction or damage if You or anyone acting on Your behalf

- i do not comply with Our requirements
- ii hinder or obstruct Us.

You are not entitled to abandon property to Us.

## 11. Reasonable Precautions

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - i loss, destruction or damage to Property Insured
  - ii accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner
- (d) keep books with a complete record of purchases and sales.

## 12. Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

## 13. Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

## 14. Suspension of Cover

### **Applicable to the Employers' Liability Section and Public and Products Liability Section**

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

## 15. Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, The Policyholder, and Us The Co-operative Insurance.

- (a) We will clearly state in The Schedule if the Cover provided by the policy is subject to You:
  - i providing Us with any additional information requested by the required date(s)
  - ii completing any actions agreed between You and Us by the required date(s)
  - iii allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- i modify Your premium
- ii issue a mid-term amendment to Your policy or Section terms and conditions
- iii require You to make alterations to The Premises insured by the required date(s)
- iv exercise Our right to cancel Your policy
- v leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

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

In the event that the matter cannot be resolved:

- i You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii We may, at Our option, exercise Our right under Policy Condition 3 Cancellation.

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

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

good with money

---

**Commercial insurance**

---

Savings & investments

---

Life assurance

---

Car & home insurance

---

Retirement planning

---

Ethics as standard

---

Membership

---

*Do you copy? – switch office equipment off at night. A photocopier left on overnight uses enough energy to make 1,500 photocopies.*

**Please call 0800 046 6342 if you would like to receive this information in an alternative format such as large print or Braille.**

**The Co-operative Insurance is a brand name used by CIS General Insurance Limited.**

**CIS General Insurance Limited is authorised and regulated by the Financial Services Authority. Registered office: Miller Street, Manchester M60 0AL. Registered in England number 29999R.**

Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number IP29379R.

Calls may be monitored or recorded for security purposes. For BT customers, calls to 0800 numbers are free and calls to 0845 numbers will cost no more than 4p per minute. Call charges from other companies may vary and you may want to check this with your service provider.

**We like our communications to have an impact on you – but not on the environment.** Which is why this is printed using vegetable oil-based inks on 80% recycled paper (with 60% from post-consumer waste) with the remaining 20% produced from Forest Stewardship Council certified sources. This paper is made in a totally chlorine-free process.

The **co-operative** membership 

Earn points with this product. **Join us 0845 602 5786 [co-operativeinsurance.co.uk/membership](http://co-operativeinsurance.co.uk/membership)**