



# Your Complementary Therapy Insurance Policy

Arranged by Alan Boswell Insurance Brokers Limited



## Contents

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

<b>The Contract of Insurance .....</b>	<b>3</b>
<b>Introduction .....</b>	<b>4</b>
<b>Choice of Law .....</b>	<b>4</b>
<b>Use of Language.....</b>	<b>4</b>
<b>Policy Definitions.....</b>	<b>5</b>
<b>Business All Risks.....</b>	<b>7</b>
<b>Money and Assault .....</b>	<b>10</b>
<b>Business Interruption.....</b>	<b>13</b>
<b>Employers' Liability .....</b>	<b>21</b>
<b>Public and Products Liability .....</b>	<b>24</b>
<b>Group Personal Accident.....</b>	<b>30</b>
<b>Policy Conditions .....</b>	<b>35</b>
<b>Policy Exceptions .....</b>	<b>39</b>
<b>Complaints Procedure and Important Information.....</b>	<b>41</b>

## The Contract of Insurance

The contract of insurance between You and Us consists of the following elements, which must be read together:

- Your policy wording;
- the information contained on Your risk presentation and Statement of Fact document issued by Us;
- the policy schedule;
- any notice issued by Us;
- any endorsement to Your policy; and
- the information under the heading “Important Information” which we give You when You take out or renew Your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

## Important

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

**A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.**

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

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



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## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your Complementary Therapy Insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in The Schedule, the information you have provided and the declaration you have made. Please read the policy and The Schedule carefully to ensure that the cover meets your requirements, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

ALAN BOSWELL LTD  
PROSPECT HOUSE  
ROUEN ROAD  
NORWICH  
NR1 1RE

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## Choice of Law

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

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

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## Use of Language

All communications relating to this contract will be in English.



## 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 an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.**

### Buildings

The building including:

- (1) landlords' fixtures and fittings, annexes and outbuildings
- (2) walls, gates and fences, car parks, barriers, forecourts, roads and pavements
- (3) underground pipes, cables and wires.

### 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, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### Data

All information which is electronically stored or represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code of 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.

### Debris Removal

Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section.

We will not provide cover for costs or expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section.

### Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact by any vehicle or animal or by goods falling from either
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

### 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(s)

Any person who is

- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
- (2) outworker or homeworker when engaged in work on Your behalf.

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## Excess/Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

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## Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

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## Fees

Architects' surveyors, consulting engineers' legal and other fees necessarily incurred in the reinstatement of Property Insured following Damage by any contingency insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies relating to such charges.

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## 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 Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

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## Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

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## Period of Insurance

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

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## Prescribed Territories

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

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## The Business

Activities directly connected with the business specified in The Schedule.

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## The Premises

The premises specified in The Schedule.

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## The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.

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## Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

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## Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours, and/or
- (2) not used for the purposes of The Business, and/or
- (3) empty, vacant, disused, untenanted or unfurnished, and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days.

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## 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.

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## We/Us/Our/Aviva

Aviva Insurance Limited.

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## You/Your/The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

### Damage

Physical loss, destruction or damage.

### Property Insured

Property insured as detailed in The Schedule.

## Cover

We will cover You for Damage, occurring during the Period of Insurance to Property Insured as detailed in The Schedule.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

## Clauses

**The following clauses apply to this Section.**

### Automatic Reinstatement

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 any additional premium required by Us to reinstate the Sums Insured.

## Basis of Claim Settlement

### Basis of Settlement - Reinstatement

Where Damage occurs to Property Insured, other than to stock and materials in trade, pedal cycles, personal effects, motor vehicles or Computer and Electronic Office Equipment, and The Schedule states Reinstatement applies and

- (1) the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
  - (b) damaged, We will pay for the 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 has been completely destroyed
- (2) Computer and Electronic Office Equipment, insured by this Section is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
  - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

- (3) The following Condition of Average will apply

You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause. However, the Basis of Claim Settlement - Indemnity will apply.

For the purposes of this Basis of Settlement Computer and Electronic Office Equipment means

- (1) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (2) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (3) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include portable equipment away from The Premises, Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Where Damage occurs to stock and materials in trade, pedal cycles and personal effects, motor vehicles, the Basis of Claim Settlement - Indemnity will apply unless more specifically stated in The Schedule.

## Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, it's condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured, unless the Basis of Claim Settlement - Reinstatement Clause or any other alternate basis of settlement is stated to apply.

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## Conditions

***The following condition applies to this Section in addition to the Policy Conditions at the back of this policy.***

### Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.

### Protections

If in relation to any claim for Damage caused by theft or attempted theft, You have failed to fulfil the following condition, We will not pay that claim.

Whenever The Premises are closed for business or left unattended, You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

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## Exceptions

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective design or materials used in its construction
  - (e) operating error or omission by You or any of Your EmployeesHowever, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) the Property Insured's own mechanical or electrical breakdown or derangementHowever, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12), (14) and (16) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination  
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16)
  - (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.

- (4) Damage to the Property Insured caused by
- (a) acts of fraud or dishonesty
  - (b) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
  - (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.
- (5) Damage to any building or structure caused by its own cracking or collapse  
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair
- However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.
- (7) Damage to the Property Insured caused by escape of water from any tank, apparatus or pipe, malicious persons (other than by fire or explosion) or theft or attempted theft when The Premises are Unoccupied
- (8) Damage more specifically insured by You or on Your behalf
- (9) any consequential loss or damage
- (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence, and/or
  - 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 meanscaused 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 Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (11) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
    - (i) Virus or Similar Mechanism
    - (ii) Denial of Service Attack
    - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11), (13), (15) and (16) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (12) the Excess stated in The Schedule.

## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply**

### 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, partners or Employees aged between 16 and 75.

### Loss of Hearing

Total and permanent loss of hearing in one or both ears.

### Loss of Limb

In respect of

- (1) an arm, physical severance of all four fingers or total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
- (2) a leg, physical severance or total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

### Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

### Loss of Speech

Total and permanent loss of speech.

### Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and lasts without interruption for more than 12 months from the date of the accident and in all probability will continue for the remainder of the Insured Person's life.

### Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

### Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

## Cover

### Money

We will cover You for

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which belongs to You or You are responsible for in connection with The Business while
  - (a) in transit
  - (b) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
  - (c) on The Premises, on contract sites while You or Your Employees are working there or at Your home or that of Your directors, partners or Employees
  - (d) in a bank night safe until removed by the bank
- (2) the cost of replacement or repair following loss of or damage to any safe or strongroom specified in The Schedule, case, bag or waistcoat used for carrying Money following theft or attempted theft occurring during the Period of Insurance.

### Assault

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause which results in any of the following Contingencies

- (1) death
  - (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech
  - (3) Loss of Limb
  - (4) Temporary Total Disablement (weekly compensation)
  - (5) Temporary Partial Disablement (weekly compensation)
- within 24 months of bodily injury

(6) Permanent Total Disablement after 24 months of bodily injury.

We will not provide compensation in respect of any claim 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 Section.

## Clauses

**The following clauses apply to this Section.**

### Money

#### Clothing and Personal Belongings

We will provide cover for loss of, or damage to, clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business.

The maximum We will pay for any one person in respect of any one loss is £500.

#### Vending Machines at The Premises

We will provide cover for Money in vending or gaming machines on The Premises.

The maximum We will pay for any one loss is £500.

### Assault

#### Amounts Payable

We will pay

- (1) the compensation stated in The Schedule
  - (2) weekly compensation at four weekly intervals
  - (3) compensation under Contingencies (4) and (5) for a maximum of two years from the date that the disablement started.
- Weekly compensation being paid for the same injury will end if We pay compensation under Contingencies (1), (2), (3) or (6). Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1), (2), (3) or (6).

#### Medical and Dental Expenses

In respect of Assault, where compensation is payable for Contingencies (4) or (5), We will also pay for compensation for medical and/or dental expenses which have been incurred in respect of the Insured Person, up to the lower of 15% or £500 any one loss.

## Conditions

**The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.**

### Medical Evidence

In respect of Assault, We will, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.

You, or Your personal representatives, will supply to Us, at Your expense, any certificates, information or evidence in the format We require to support a claim.

### Records and Key Security

If in relation to any claim for loss of Money You have failed to fulfil any of the following condition, You will lose Your right to payment for that claim.

You must

- (1) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (2) ensure that outside of Business Hours, all safes and/or strongrooms are kept locked and the keys removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom
- (3) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

## Exceptions

**The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.**

### Money

We will not provide cover for

- (1) loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is not discovered within seven working days of the loss or more specifically insured elsewhere
- (3) loss from any Unattended Vehicle
- (4) loss or damage arising outside the Prescribed Territories and the Republic of Ireland
- (5) loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer

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- (6) loss resulting from use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason
  - (7) loss of Money 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
  - (8) the Excess stated in The Schedule for each and every loss
- 

## **Assault**

- (9) any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

### Damage

Physical loss, destruction or damage.

## Cover

### All Risks

We will cover You for any interruption or interference with The Business resulting from Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by the Contingencies stated in The Schedule.

The maximum We will pay for any one claim is

- (1) for any Item, the Sum Insured stated in The Schedule
- (2) in aggregate, the Total Sum Insured unless stated otherwise in the Basis of Settlement.

## Contingencies

### Fire

- (1) Fire
- (2) Lightning
- (3) Explosion of boilers or gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

### Explosion

### Aircraft

Aircraft and other aerial and/or spatial devices or articles dropped from them.

### Riot, Civil Commotion and Malicious Damage

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

### Earthquake

### Storm, Flood and Falling Trees

### Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

### Impact

Impact by any vehicle or animal or by goods falling from either.

### Theft

Theft or attempted theft, or theft involving violence or threat of violence to You, Your partners, directors or Employees.

### All Risks

- (1) Any Damage not excluded by the terms of the Business All Risks Section of this policy and
- (2) Damage not otherwise excluded by the terms of the Business All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
  - (a) boilers on The Premises
  - (b) glass, china, earthenware, marble or other fragile objects
  - (c) vehicles licensed for road use including accessories on or attached to them
  - (d) caravans or trailers
  - (e) railway locomotives or rolling stock
  - (f) watercraft or aircraft
  - (g) property in the course of construction including materials for use in the construction
  - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (i) livestock
  - (j) growing crops or trees.

## Clauses

Each Item of Gross Profit, Revenue or Rentals, as insured under this Section, is extended to include interruption or interference with The Business during the Period of Insurance, resulting from

- (1) the Business Interruption Clause, or
- (2) Damage at the premises or situations, or
- (3) Damage to the property

described below, which directly results in a reduction in Turnover, Revenue or Rentals as insured by this Section.

The maximum We will pay under each Business Interruption Clause will be

- (a) the Sum Insured or Limit stated in The Schedule, or
  - (b) the amount stated within the individual Business Interruption Clause,
- whichever is the lower.

Each Business Interruption Clause does not apply in respect of any other Business Interruption Clause and is inclusive of any amounts payable the provisions of any other Business Interruption Clause.

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### Essential Personnel

The additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover, Revenue, or Rentals as insured by this Section caused by

- (1) death of any of Your Principals,  
or
- (2) total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation due to injury caused by accidental and violent means.

The maximum We will pay in any one Period of Insurance is £10,000.

The following definition applies to this Clause

### Principals

Any person who is an owner, partner, company director or trustee of The Business.

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### Full Failure of Electricity, Gas and/or Water Supply

The accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed at The Premises within the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one claim and in total in respect of all claims in the Period of Insurance is £10,000.

The Maximum Indemnity Period is 12 months.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of
  - (a) electricity
  - (b) gas
  - (c) wateror caused by the exercise by any supplier of (a) – (c) above of its power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) in respect of water supply only, caused by drought or other weather conditions unless equipment has been damaged
- (4) lasting less than 4 consecutive hours unless the failure results from Damage to any
  - (a) generating sub-station of Your supplier of electricity
  - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
  - (c) water works and/or pumping station of Your supplier(s) of waterwithin the Prescribed Territories.
- (5) lasting more than 7 consecutive days unless the failure results from Damage to any
  - (a) generating sub-station of Your supplier of electricity
  - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
  - (c) water works and/or pumping station of Your supplier(s) of waterwithin the Prescribed Territories.

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### Full Failure of Telecommunications

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one loss is £100 per day and £2,500 in the Period of Insurance.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (4) caused by the failure of any satellite
- (5) lasting less than 24 consecutive hours
- (6) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Prescribed Territories.

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## Lottery Winners

The additional costs and/or expenses You incur, including but not limited to, recruitment and additional overtime costs and the cost of employing temporary staff for amounts in excess of permanent full time rates of payment, where an Employee or group of Employees resign from their post(s) within The Business as a direct consequence of them securing a win in a Lottery. The maximum We will pay in respect of any one Period of Insurance will be £10,000.

We will not provide cover unless the Employee or group of Employees resign within 14 days from the date of the successful Lottery win, and the amount won is in excess of £100,000.

For the purposes of this Clause, the following definitions apply:

### Indemnity Period

The period during which The Business results are affected due to an Employee or group of Employees resigning from their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

### Lottery

UK National Lottery Prize Draws including Scratchcards, UK National Football Pools, Euro Millions Lottery, Irish National Lottery and UK Premium Bond Prize Draws.

### Maximum Indemnity Period

1 Month.

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## Outsourced Administrative Service Providers

The additional costs, reasonably and necessarily incurred by You with Our consent, following Damage at The Premises and/or to the property of any Administrative Service Provider within the Territorial Limit which results in the Administrative Service Provider failing to deliver the contracted service to The Business.

The maximum We will pay in respect of any one Period of Insurance is £10,000.

We will not provide cover for:

- (1) any interruption or interference with The Business arising from the failure of the Administrative Service Provider which lasts less than 12 hours
- (2) Denial of Service Attack, Virus or Similar Mechanism
- (3) Damage at any premises of suppliers of electricity, gas, water or telecommunication services
- (4) costs recoverable under contract from the Administrative Service Provider
- (5) any loss, interference or interruption with The Business under this Clause for any Administrative Service Provider who are not under contract with You
- (6) any such amounts more specifically insured.

For the purpose of this Clause the following definitions apply

### Administrative Service Provider

Services provided to You for a fee under contract and which undertakes all or part of such clerical activities required for The Business to operate and not undertaken by Your own employees including but not limited to wage and salary management, information technology and telecommunication help desks, human resources, legal advice, sales and marketing.

### Insured Contingency

Where such services provided are undertaken at an Administrative Service Provider's premises located outside of the Prescribed Territories, the Insured Contingencies will be restricted to fire, lightning and explosion.

### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

### Maximum Indemnity Period

6 Months.

### Territorial Limit

Anywhere in the World.

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## Prevention of Access

Damage to Property

- (1) within 1 mile of the boundary of The Premises and
- (2) which physically prevents or restricts access to, or use of, The Premises.

Unless otherwise specified, the maximum We will pay in the aggregate in respect of any one Period of Insurance is £10,000.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours.

## Definitions

For the purposes of this Clause, the following definitions apply:

### Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

### Maximum Indemnity Period

3 Months.

### Workplace Recovery Office Facilities

Damage at The Premises which results in You using such Workplace Recovery Office Facilities or IT Recovery Services for a period lasting more than 24 hours to either avoid or mitigate such interruption or interference with The Business either:

- (1) the current annual contract fee paid or required to be paid by You where You have in place prior to the Damage an external contract for the provision of Workplace Recovery Office Facilities or IT Recovery Services supplied by a disaster recovery services provider, or
- (2) additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services where You have in place, Your own internal designated Workplace Recovery Office Facilities IT Recovery Services which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay in any one Period of Insurance is £10,000.

For the purposes of this Clause the following definitions apply

### IT Recovery Services

Temporary Information Technology facilities.

### Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

## Basis of Settlement

*The following basis of settlement cover applies to this Section where stated in The Schedule, except where otherwise stated.*

## Revenue Sum Insured Basis Specification

### Item

Revenue Sum Insured stated in The Schedule.

### Basis of Settlement

We will cover You only for loss of Revenue due to

- (1) reduction in Revenue, and
- (2) increase in cost of working.

We will pay, less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage,

- (1) Revenue, the amount by which, due to the Damage, the Standard Revenue exceeds the Revenue during the Indemnity Period.
- (2) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expenses would have taken place due to the Damage.

We will not pay, in respect of (2) above, more than the reduction avoided by the expenditure.

If at the time of the Damage the Sum Insured is less than the Annual Revenue, proportionately increased where the Maximum Indemnity Period exceeds 12 months, You will be Your own insurer for the difference and bear a rateable share of the loss.

### Notes

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

### Clauses

*The following clauses apply to this Specification.*

#### Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at the Premise.

#### Auditors and Professional Accountants Fees

We will pay Your auditors' and professional accountants' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books

The maximum We will pay for any claim, including auditors' and professional accountants' charges, is the Sum Insured.

## Automatic Reinstatement

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

However, You must pay any additional premium required to reinstate the Sum Insured.

## Definitions

***The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.***

### Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

### Standard Revenue

The Revenue during the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period. Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage and/or would have affected The Business had the Damage not occurred. The adjusted figures represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

### Revenue

Money paid or payable to You (our Insured) for services provided in the course of The Business at The Premises.

## Increased Cost of Working – Basis Specification

### Item

Increased Cost of Working Sum Insured stated in The Schedule.

Auditor's and Professional Accountants Charges stated in The Schedule.

The Schedule will state which of the above items apply and any other items which apply.

### Basis of Settlement

We will pay Your Increased Cost of Working reasonably and necessarily incurred as a result of the Damage, to continue The Business during the Indemnity Period, less any savings during the Indemnity Period which reduce or cease due to the Damage. The maximum amount We will pay for any one book, document or set of documents, will be 5% of the Sum Insured.

## Clauses

***The following clauses apply to this Specification.***

### Auditors and Professional Accountants Fees

We will pay Your auditors' and professional accountants' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim is the Sum Insured for this Item stated in The Schedule.

## Definitions

***The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.***

### Increased Cost of Working

- (1) Additional cost of
  - (a) rent, rates and taxes of temporary premises
  - (b) any premium, or compensation, necessary to obtain the use of temporary premises
  - (c) removal to and from, or suitably adapting, temporary premises
  - (d) clerical assistance and advertising

- (2) the cost of
  - (a) replacing destroyed or damaged books or documents which belong to You, which You hold in trust, or for which You are responsible and which require to be replaced and are capable of being replaced
  - (b) obtaining evidence of the contents of any essential documents which cannot be replaced
- (3) other additional costs, to which We have not specifically referred, incurred with Our prior agreement.

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## Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

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## Maximum Indemnity Period

The number of months stated in The Schedule.

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## Conditions

***The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.***

### Alteration

We will not cover You under this Section if

- (1) any Policyholder
  - (a) agrees a composition or arrangement with creditors, or
  - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 or any successor act, or
  - (c) has an application made under the Insolvency Act 1986 or any successor act to the court for the appointment of an administrator, or
  - (d) has a winding up order made or a resolution for voluntary winding up passed except for the purposes of amalgamation or reconstruction, or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
  - (e) has an administrative receiver, as defined in the Insolvency Act 1986 or any successor act, appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (2) Your interest ceases otherwise than by Your death

However, We will provide cover if We agree otherwise.

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## Claims Procedures

If in relation to any claim, You have failed to comply with the following Claims Procedures, You will lose Your right to payment for that claim.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us with details of the claim and of any other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and provide Us with books, records and documents We require to assess Your claim
- (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.

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## Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

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## Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

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## Property Cover

We will not provide cover under this Section unless

- (1) there is in force, at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage, and
- (2) payment has been made or liability admitted for such Damage, or payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

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## Subrogation Rights Waiver

In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent or subsidiary and/or
  - (2) any company which is a subsidiary of a parent company of which You are a subsidiary
- as defined in the relevant legislation current at the time of Damage

## Exceptions

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

### All Risks

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective design or materials used in its construction
  - (e) faulty or defective workmanship or operating error or omission by You or any of Your Employees

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
  - (e) the Property Insured's own mechanical or electrical breakdown or derangement

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage to the Property Insured caused by pollution or contamination  
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by pollution or contamination which results from Defined Contingencies (1) to (12) or Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
- (5) Damage to any building or structure caused by its own cracking or collapse  
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust  
However, We will provide cover for Damage to such property caused by falling trees which is not otherwise excluded.
- (7) Damage
  - (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair

However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.

- (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as being insured in The Schedule

However, We will provide cover for Damage if it results from a Defined Contingency and is not otherwise excluded.

- (10) Damage to
    - (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
    - (b) railway locomotives or rolling stock
    - (c) watercraft or aircraft
    - (d) property in the course of construction including materials for use in the construction
    - (e) land, piers, jetties, bridges, culverts or excavations
    - (f) livestock, growing crops or trees
- However, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded.
- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist  
However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

- (12) Damage more specifically insured by You or on Your behalf
- (13) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to the use or threat of force and/or violence, and/or 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 Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (14) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
  - (i) Virus or Similar Mechanism
  - (ii) Denial of Service Attack
  - (iii) unauthorised access to or use of Computer and Electronic Equipment

However, We will cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.

- (15) the Excess stated in The Schedule.

## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply**

### 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 any Coroner's Inquest or Fatal Accident Inquiry or 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 claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.

### Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or 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.

### The Defined Territories

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

### The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in 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 conditionsfor legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered 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 covered.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay for any one claim or series of claims against The Insured 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 cover for Bodily Injury to any Employee engaged by You outside the Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

## Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

## Clauses

**The following clauses apply to this Section.**

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

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## Contractual Liability

We will provide cover to The Insured 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 cover for any agreement for or including the performance of work outside The Defined Territories.

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## Corporate Manslaughter and Corporate Homicide Act 2007

We will cover You for

- (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 cover

- (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 result from any deliberate act or omission by You or which relate to any person other than an Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

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## Cross Liabilities

We will provide cover for 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 covered.

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## Health and Safety Legislation

We will provide cover to The Insured for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) 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 cover

- (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 or which relate to the health and safety of any person other than an Employee
- (3) where cover is provided by another insurance policy.

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## Our Right of Recovery

The cover 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.

If, by any such law, We are required to pay a claim which is excluded under Your policy, You will have to repay to Us all sums paid by Us under such claim.

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## Payment for Court Attendance

We will compensate You if, at Our request, You, or 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 cover.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £500 per day.

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## Unsatisfied Court Judgments

We will, at Your request, pay any Employee or their personal representative, the amount of damages and 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

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

## Exceptions

**The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.**

We will not provide cover for

- (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) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (4) 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) any action taken in controlling, preventing, suppressing or in any way relating to Terrorism except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000, including Costs and Expenses.

- (5) any consequence 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) any action taken in controlling, preventing, suppressing or in any way relating to (5)(a) above except as stated in **Special Provision - War** below.

### **Special Provision - War**

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision - War is limited £5,000,000, including Costs and Expenses.

## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

### 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 any Coroner's Inquest or Fatal Accident Inquiry or 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 claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.

### Damage

Physical loss, destruction, damage.

### Permitted Treatments

Any treatment, therapy or facility including associated advice, design, consultancy, instruction, supervision, teaching or certification which is stated as covered on Your Schedule.

### Personal Injury

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

### Pollution or Contamination

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

### Products Supplied

Anything which is manufactured, sold, supplied, processed, altered or treated, repaired, serviced or tested, 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.

### Publication

Written material produced in the course of The Business.

### Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or 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.

### The Defined Territories

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

### The Excess

The amount(s) specified in Your policy or The Schedule which You will bear. You will repay any such amount paid by Us.

### The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in 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 for legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered 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 covered.

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## 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 and Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

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## The Territorial Limits

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

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## The Works

All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.

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## Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) 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, for any claim brought in the United States of America, or any territory within its jurisdiction, or Canada the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

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## Clauses

***The following clauses apply to this Section.***

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### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
  - (2) upkeep of vehicles and plant which are owned and used by You
  - (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
  - (4) Your first aid, fire, security and ambulance services
  - (5) Your participation in exhibitions
  - (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
- 

### Buildings Temporarily Occupied

We will provide cover for legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide cover for Damage to

- (1) premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf
  - (2) The Works.
- 

### Consumer Protection Act 1987 and Food Safety Act 1990

We will provide cover for

- (1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals
- (2) 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 cover

- (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) for proceedings which result from any deliberate act or omission by You
  - (3) where cover is provided by another insurance policy.
- 

### Contractual Liability

We will provide cover for 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 cover for any agreement for or including the performance of work outside The Defined Territories.

---

## Corporate Manslaughter and Corporate Homicide Act 2007

We will provide cover for

- (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 cover

- (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 result from any deliberate act or omission by You or which relate to any Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

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## Cross Liabilities

We will provide cover for 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 covered.

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## Data Protection

We will provide cover for

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, who is the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 168 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide cover for

- (1)
  - (a) Personal Injury other than as provided by this clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation
- (2) consequential losses
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages
- (5) liability under any penalty clause or any fine or statutory payment
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

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## Defective Premises

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or 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 cover for the cost of rectifying any defect or alleged defect in such premises.

---

## Employees' and Visitors' Personal Belongings

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

We will not provide cover where 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.

---

## Health and Safety Legislation

We will provide cover for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) 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 cover

- (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 or which relate to the health and safety of any Employee
- (3) where cover is provided by another insurance policy.

---

## Hired or Rented Premises

We will provide cover for legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide cover for

- (1) the first £250 of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

---

## Libel and Slander

We will provide cover for legal liability for Compensation, Costs and Expenses as a result of any

- (1) libel in any Publication
- (2) slander made in the course of The Business
- (3) infringement of any trademark, registered design, copyright or patent right arising from the contents of any Publication
- (4) slander of title to goods.

This cover only applies to claims made against The Insured during the Period of Insurance or within 12 months of its expiry, provided the cause of the claim occurred during the Period of Insurance.

All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses, for any one claim or in any one Period of Insurance is £1,000,000.

We will not provide cover for

- (1) withdrawing, recalling or replacing any Publication
- (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement
- (3) actions brought in a court of law outside of The Defined Territories
- (4) ten percent of each and every claim.

---

## Motor Contingent Liability

We will provide cover for legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or attached trailer which is

- (1) not owned or provided by, or loaned, leased, hired or rented to You, and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide cover

- (1) for Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by You or any person who, to Your knowledge or that of Your representatives, does not hold a licence to drive the vehicle unless that person has held and is not disqualified from holding or obtaining such a licence
- (3) where cover is provided by another insurance policy.

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## Overseas Personal Liability

We will provide cover to You and, at Your request, any director, partner or Employee of Yours for legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also cover any accompanying spouse and children.

Where You are an individual, this cover 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 cover

- (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 cover is provided by another insurance policy.

## Payment for Court Attendance

We will compensate You if, at Our request, You, or 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 cover.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £500 per day.

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## Conditions

***Policy Conditions can be found at the back of this document***

### Suspension of Cover

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.

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## Exceptions

***Policy Exceptions can be found at the back of this document***

We will not provide cover for

- (1) Personal Injury to any Employee 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 eight 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(if applicable)
    - (ii) the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy
- (3) Damage to Property
  - (a) which You own or which is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf  
other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause
  - (c) which requires to be insured under the terms of Clause 6.5.1 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 Products Supplied (other than Products Supplied under a separate contract) or The Works
- (5) recalling or making refunds in respect of Products Supplied or The Works
- (6) Bodily Injury or Damage to Property arising from
  - (a)
    - (i) any treatment, therapy or facility
    - (ii) advice, design, consultancy, instruction, teaching, supervision or certification
    - (iii) prescriptions or medication whether holistic or otherwisegiven by or on behalf of The Insured but exceptions 6(a)(i) and 6(a)(ii) shall not apply to cover provided under Permitted Treatments
  - (b) the hiring out of equipment
  - (c) Products supplied other than
    - (i) the sale or supply of food and drink intended for consumption on Your Premises
    - (ii) sale or supply of proprietary goods that have not been manufactured, or altered by You and which are sold or supplied unopened in the containers provided by the manufacturers.
- (7) Products Supplied which The Insured know, could be expected to know or knew would be used within the United States of America or Canada
- (8) 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
- (9) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place

- (10) (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
- (11) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (12) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied
- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as The Excess. You will reimburse any amount paid by Us
- (14) (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos
- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic EquipmentHowever We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded
- (16) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to Terrorismexcept as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (16)(a) and/or (16)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You

### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (16) (a) and (16) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £2,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- (b) £2,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied.

## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply**

### Accident/Accidental

A sudden violent external unforeseen and identifiable event.

### Accidental Bodily Injury

- (1) Injury caused by Accidental and/or violent means
- (2) Injury resulting from Exposure occurring within 24 months from the date of such Accident or Exposure.

### Benefit Period

The total period, after the expiry of any Deferment Period stated in The Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.

### Business Partner(s)

An individual who has entered into a legal contract with one or more people to manage the business of The Policyholder and to share in the responsibilities, resources, profits and liabilities of such business.

### Capital Benefits

Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ and Permanent Total Disablement.

### Deferment Period

The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.

### Director(s)

A serving director (other than a non-executive director) of The Policyholder whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations.

### Employee(s)

Any person under a contract of employment, contract of service or apprenticeship with The Policyholder who is not a Director or a Business Partner.

### Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements.

### Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner, continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

### Immediate Family

Shall include the following: Partner, grandchild, Dependant(s), brother, sister, parent, or grandparent and corresponding family in-laws of the Insured Person, or anyone noted as next of kin on any legal document.

### Insured Journey

- A) In respect of all sections under Business Travel other than the Cancellation section:
  - Any
  - (i) authorised journey in connection with The Business not exceeding twelve months in duration (unless otherwise agreed by Us), or
  - (ii) journey taken for leisure purposes (as permitted under The Schedule) not exceeding 60 days in duration (unless otherwise agreed by Us),occurring during the Period of Insurance. The Operative Time of Cover in respect of such journey is as stated in The Schedule.
- B) In respect of the Cancellation section only:
  - Any journey of the nature outlined in A) (i) or (ii) above. The Operative Time of Cover in respect of such journey will commence from the time the journey is booked and will end when the journey begins.

### Insured Person(s)

You and/or any person or category of persons shown in The Schedule aged 85 or under at the effective date of the current Period of Insurance.

### Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

### Loss of Internal Organ

Total and permanent loss of by removal or effective loss of use of one lung or one kidney, the spleen or the liver.

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## Loss of Limb

Shall mean in respect of

- (1) an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), and/or
- (2) a leg - physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

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## Loss of Sight

The total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist
  - (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.
- 

## Loss of Speech

Total and permanent loss of speech.

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## Operative Time of Cover

The period of time during which You or an Insured Person is covered by this section as described in The Schedule.

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## Partner

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least 12 months and sharing financial responsibility for their Dependants.

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## Permanent Total Disablement

Permanent disablement, wholly preventing the Insured Person from engaging in or giving attention to their usual occupational duties on Your behalf, caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing. Where disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

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## Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine or dentistry under the laws of the country they practise in, other than a Business Partner, Director or Employee, or Insured Person of The Policyholder, or, a member of the Immediate Family of an Insured Person.

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## Salary

The Insured Person's wages/salary, including overtime, commission or bonus payments, drawings or Director dividend payments received in the 12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid Employees 52 times the Insured Person's weekly wage immediately preceding the date of Accident (all prior to deductions).

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## Sickness

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.

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## Temporary Partial Disablement

Disablement which prevents the Insured Person from engaging in or attending to over 50% of their usual occupational duties on Your behalf.

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## Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupational duties on Your behalf.

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## Terrorism

- (1) Any act or acts including but not limited to
    - (a) the use or threat of force and/or violence, and/or
    - (b) 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.
  - (2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.
- 

## Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

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## Cover

We will pay the amount shown in The Schedule to You, for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, within 24 months of the date of the Accident, solely directly and independently of any other cause results in any of the benefits listed below

- (1) Death
- (2) Capital Benefits
- (3) Temporary Total Disablement
- (4) Temporary Partial Disablement.

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## Amount Payable

The amount payable to You in respect of any Insured Person shall be the amount as stated in The Schedule.

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## Clauses

***The following clauses apply to this Section.***

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### 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, such Insured Person will be presumed to have died. However, You will repay any benefit if such Insured Person is found to have been alive or is found alive.

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### Medical Expenses

In the event of an Insured Person sustaining Accidental Bodily Injury We will pay You on their behalf for the cost of any incurred ambulance charges or medical expenses as an inpatient in a Hospital or nursing home.

The maximum We will pay any one claim is 25% of the benefit payable or £5,000, whichever is the lesser.

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## Conditions

***The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy***

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### Accumulation Limit

#### Any one accident

The maximum We will pay, in respect of all benefits under this section in aggregate, in respect of all Insured Persons involved in the same Accident shall not exceed the any one Accident limit stated in The Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the maximum accumulation limit.

#### Multi-Engined Aircraft

The maximum We will pay, in respect of all benefits under this section in aggregate, in respect of all Insured Persons involved in the same multi-engined aircraft accident or series of multi-engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the multi-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the multi-engined aircraft limit.

#### Single-Engined Aircraft

The maximum We will pay, in respect of all benefits under this section in aggregate, in respect of all Insured Persons involved in the same single-engined aircraft accident or series of single-engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the single-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the single-engined aircraft limit.

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### Acquisition

If You acquire a new company or business and the staff from that business are added to this insurance We agree to include the additional staff at no additional premium provided that the exposure does not increase by more than 10%.

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### Age Limits

Unless otherwise agreed by Us and specifically noted in this section no person aged 86 or over in respect of Group Personal Accident at the commencement of the Period of Insurance will be covered by this section.

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### Assignment

You may not assign the benefits under this section. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this section.

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### Associated Companies

Where associated companies are covered You shall provide a list of these to Us.

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### Cessation of Employment

Payment of benefit will cease immediately if the Insured Person who is the subject of a claim retires or otherwise ceases to be employed by You.

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## Claims Procedure

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.

You must:

- (1) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- (2) as soon as practicable and at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- (3) provide Us at Your own expense with all certificates, information and evidence reasonably required by Us and in the form and of such nature as We may prescribe
- (4) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this
- (5) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this section without Our written agreement

and the Insured Person shall

- (1) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury where We shall pay the fee
- (2) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

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## Insured Person over the age of 80

If the Insured Person is over the age of 80 at the date of the Accident giving rise to a claim the benefit will be limited to 10% of the Sum Insured or £50,000 whichever is the lesser.

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## Interest

We will not pay interest on any claim payable.

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## Medical Evidence

- (1) We may, at Our expense, arrange for an Insured Person to undergo
  - (a) a medical examination, or
  - (b) a post-mortem examination.

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## Minors

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

- (1) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is the lesser
- (2) The definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life
- (3) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

---

## Payment of Benefit

All payments to be made by Us under this section will be made to You unless You otherwise instruct Us in writing. This includes (but is not limited to) any payment or indemnity which is expressed to be payable to You for the benefit of or on behalf of an Insured Person, or is expressed to be paid to an Insured Person or their estate.

- (1) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person
  - (a) death
  - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (c) Permanent Total Disablement.

After payment has been made for

- (a) death
- (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
- (c) Permanent Total Disablement

no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

- (2) If death benefit is not covered then We will not pay for benefits for Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident
- (3) The cover under Medical Expenses shall immediately cease two years from the date of the Accident.

- (4) Maximum Weekly Benefit
- The maximum Weekly Wage payable for
- (a) Temporary Total Disablement will not exceed 100%
  - (b) Temporary Partial Disablement will not exceed 50%
- of the Insured Person(s) Weekly Wage or the amount stated in The Schedule providing this does not exceed the percentages as stated above.
- It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.
- We will not pay more than the death sum insured until at least 13 weeks after the Accident and only then if the Insured Person has not died as a result of the Accident.

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### Payment of Permanent Total Disablement

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification by a Qualified Medical Practitioner appointed by Us that disablement is permanent and without expectation of recovery.

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### Payment of Temporary Total Disablement and/or Temporary Partial Disablement

- (1) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of
  - (a) death
  - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (c) Permanent Total Disablement.
- (2) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Deferment Period, on the supply of certificates from a Qualified Medical Practitioner.
- (3) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in The Schedule.

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### The Contracts (Rights of Third Parties) Act 1999

We will not provide compensation in respect of any claim 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 section.

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## Exceptions

### ***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy***

This section does not cover

- (1) The Insured Person engaging in any kind of flying as a pilot
- (2) The Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service
- (3) The Insured Person committing or attempting to commit suicide or intentionally inflicting self injury
- (4) The Insured Person's own criminal act
- (5) Any claim incurred in or in respect of travel to Afghanistan, Iran, Iraq, North Korea and Syria or any claim incurred in a country or part of a country where the Foreign and Commonwealth Office has issued warnings against all travel to that country or part, unless referred and agreed by Us in writing.

We will not pay any claim for Accidental Bodily Injury if any of the following have contributed in any way, or if the injury was caused directly or indirectly by the Insured Person suffering from

- (1) any gradually operating cause
- (2) any naturally occurring condition or degenerative process
- (3) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

## Policy Conditions

**The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.**

### Alteration of Risk

If there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

### 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 jointly appointed in accordance with statutory provisions.

### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by at least 30 days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
  - (b) claim made under the policy for which is still under consideration
  - (c) incident which You are aware of and which is likely to give rise to a claim and which has already been, or is yet to be, reported to Us.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
  - (4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address. We will refund a proportionate part of the premium for the unexpired period provided that during the current Period of Insurance, there has been no:
    - (a) claim made under the policy for which We have made a payment
    - (b) claim made under the policy which is still under consideration
    - (c) incident which You are aware of and is likely to give rise to a claim which has already been or is yet to be reported to Us.

### Claims Procedure

**For the Claims Procedure relating to your Group Personal Accident cover please refer to the Group Personal Accident section of this policy.**

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.

You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (a) 30 days, or
  - (b) seven 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 of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) 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
- (7) 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.

### Contribution

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

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.

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## Applicable to all other Sections insured by this Policy.

- (1) 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.
- (2) 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.
- (3) 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.

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## Discharge of Liability

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

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## Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

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## Identification

The policy and The Schedule will be read as one contract.

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## Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

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## Non Disclosure, Misrepresentation or Misdescription

### (1) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before the policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### (2) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or

- We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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## Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

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## Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any 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 Limit of Indemnity or Sum Insured for that item.

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## Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

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## Severability of Interest

**Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Sections, in respect of which, the Cross Liabilities clause shall apply.**

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (1) Loss Limit;
- (2) Total Sum Insured;
- (3) Sum Insured;
- (4) Limits of Liability;
- (5) Total Cover Limit; or
- (6) any other cover limit, limit of liability or indemnity, and/or any amount payable

stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

- (a) Aviva as one party  
and
- (b) The Policyholder, as the other party.

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## Subjectivity

The insurance cover provided by Us may be subject to You or Us carrying out certain actions. We will clearly state if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your contract sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

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

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the 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 We will withdraw the insurance cover.

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The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

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## **Subrogation**

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

## Policy Exceptions

**The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.**

We will not provide cover in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a)
    - (i) 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
    - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber, Business Interruption Sections, when insured by this policy
  - (2) exceptions (1) (a) (b) and (c) do not apply to the Terrorism and Employers' Liability Sections, when insured by this policy
  - (3) exception (1) (b) does not apply to the Public and Products Liability Section or the Group Personal Accident Section when insured by this policy.
  - (4) exceptions (1) (a) and (1) (c) do not apply to the Group Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is actually engaged on an Insured Journey abroad.
- (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 directly or indirectly caused by or contributed to by or arising from
    - (a)
      - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste 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) the use of any weapon or device
      - (i) dispersing radioactive material and/or ionising radiation, or
      - (ii) using atomic or nuclear fission and/or fusion or other like reaction
    - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended

However,

- (1) exception (2) (b) does not apply to the Employers' Liability and Public and Products Liability Sections when insured by this policy
  - (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
    - (a) indemnify another party, or
    - (b) assume the liability of another party.
  - (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy
- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However, Exception (3) does not apply to the Terrorism, Commercial Crime, Employers' Liability, Public and Products Liability and Commercial Legal Protection Sections when insured by this policy.

- (4) 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, telecommunications equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (4) (a) abovewhether 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,

- (1) We will 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 the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber and Business Interruption Sections, but only to the extent that such claim would otherwise be insured under that Section.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism, Commercial Crime, Employers' Liability and Group Personal Accident Sections when insured by this policy.

## Definition

The following definition only applies to this exception

### **'Defined Contingency'**

fire, lightning, explosion, aircraft and other aerial and/or spatial 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.

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## Complaints Procedure

### What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

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### What will happen if you complain

#### If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

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## Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

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## Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.







**Alan Boswell Insurance Brokers Limited**

Contact: 01603 216399

Claims Team: 01603 218099

[www.alanboswell.com](http://www.alanboswell.com)

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