

HSBC Insurance Brokers

Retailers

Policy Document

HSBC Insurance 

Underwritten by Allianz Insurance plc

Introduction

Your Insurer

Allianz Insurance plc is one of the largest Insurers in the UK. Our long and consistent track record gives you the peace of mind that you can trust us to be there when you need us.

Our friendly, efficient and professional people are committed to provide you with a high quality service.

In the event of having a claim, you will be in good hands. Our professional teams of claims handlers will deal with your loss promptly and seek flexible solutions to get your business back to full strength as soon as possible.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority, registration number 121849. This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Your Insurance Adviser

HSBC Insurance Brokers is a leading global specialist insurance and reinsurance broker.

HSBC Insurance Brokers have arranged a high quality package solution of bespoke insurance products and services designed to meet your business and individual needs, which is competitively underwritten by Allianz Insurance plc.

For further information please ring HSBC Insurance Brokers on 0845 604 2417.

Policy Contents

	page
Insuring Clause	2
General Definitions	3
General Conditions	5
Special Conditions	8
General Exclusions	10
The Cover Provided	
Trade Risks Section	13
Trade Contents	13
Business Interruption	17
Liability	21
Glass and Sanitary Fittings	28
Money	29
Personal Accident (Assault)	31
Computer Breakdown (Optional Extension)	32
Buildings Section	34
Deterioration of Stock Section	37
Goods in Transit Section	38
Personal Accident Section	39
Loss of Licence Section	41
Engineering Insurance Section	45
Machinery and Plant Inspection Section	48
Fidelity Guarantee Section	49
Legal Expenses Section	51
Additional Benefits	60
Claims Handling	61
Caring for Customers	62
Financial Ombudsman Service	63
Financial Services Compensation Scheme	63
Data Protection Act	64

Please note that *Your Policy* has several *Sections*.

Check *Your Schedule* which *You* will find in the pocket opposite to see which *Sections* are in force.

Insuring Clause

The Application Form and any information supplied by **You** or on **Your** behalf forms the basis of the contract between **Us** and **You**.

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

For Allianz Insurance plc.



Andrew Torrance
Chief Executive

Allianz Insurance plc. Registered in England number 84638
Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.
Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Our registration number is 121849.
This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

General Definitions

Certain words have special meanings which apply wherever they appear in ***Your Policy*** or ***Your Schedule***. To help ***You*** identify these words they always appear in bold italic type in ***Your Policy***.

These words and their meanings are shown below.

Other words are given particular meanings at the beginning of individual ***Sections*** of ***Your Policy***, these words are also shown in bold italic type.

For these words the meaning only applies within that ***Section*** or within clauses, conditions, or exclusions in so far as they apply to that ***Section***.

Buildings

The buildings of ***Your Premises*** and any ***Living Rooms*** including fixtures, fittings and fixed sanitary ware, boundary walls, gates and fences belonging to ***You*** or for which ***You*** are responsible.

Business

The business specified in ***Your Schedule*** and no other for the purposes of ***Your Policy***.

The business includes:

- the provision and management of canteen, social, sports, welfare facilities for ***Your Employees*** and first aid, fire and ambulance services
- private work carried out with ***Your*** consent for ***You*** or any director partner or other senior official of ***Your*** business by any ***Employee***.

Business Address

The business address specified in ***Your Schedule***.

Damage

Loss or damage.

Employee(s)

Any person while working for ***You*** in connection with ***Your Business*** who is under a contract of service or apprenticeship, a self employed person, a person hired to or borrowed by ***You***, a voluntary helper or a person participating in a work experience or similar scheme.

Excess

The amount for which ***You*** are responsible for each loss in the circumstances described within ***Your Policy***. Any limits or ***Sums Insured*** apply after the excess has been deducted.

Indemnity Period

The period beginning with the occurrence of the ***Damage*** and ending no later than the last day of the period shown in ***Your Schedule***, during which the results of ***Your Business*** will be affected as a result of the ***Damage***.

Intruder Alarm System

Any intruder alarm system including transmission lines and equipment at ***Your Premises*** details of which have been provided to ***Us***.

Keyholder

You or any ***Responsible Person*** or keyholding company ***You*** employ who is available at all times to deal with faults or alarm signals relating to ***Your Intruder Alarm System*** and to allow access to ***Your Premises***.

Limit of Indemnity

The Limit of Indemnity specified in the ***Schedule***.

Living Rooms

The living rooms owned by or leased to ***You*** at the ***Business Address***.

Minimum Level of Security

Doors - All outside doors (and inside doors leading to parts of the ***Premises*** which ***You*** share with other people) must meet the following standards:

- aluminium doors must be fitted with a cylinder lock
- other doors must be fitted with a mortice deadlock which meets BS 3621
- double doors must also have key operated locks or bolts fitted top and bottom to the first closing door in addition to a lock as described above to the second closing door.

Windows - All outside basement and ground floor windows and other accessible windows (e.g. from a nearby roof, external staircase or drainpipe) which were originally made to open must meet the following standards:

- there must be key operated locks or grilles or bars (up to 5 inches apart) securely fixed to the brickwork or masonry surrounding the windows.

Money

Business cash or any ***Business*** negotiable money instrument belonging to ***You*** or for which ***You*** are responsible.

Non-Negotiable Instrument

Any ***Business*** money instrument belonging to ***You*** or for which ***You*** are responsible which, by its nature, is or has been made expressly non-negotiable.

General Definitions (continued)

Period of Insurance

The duration of ***Your Policy*** as shown in ***Your Schedule*** and any further period for which ***We*** accept the premium.

Policy

This booklet incorporating ***Your Schedule*** and any endorsement(s) applying.

Premises

Those ***Buildings*** (including outbuildings) or portions of ***Buildings*** in ***Your*** sole occupation at ***Your Business Address*** but excluding any ***Living Rooms***, yard, garden, or other open space.

Responsible Person

You or anyone ***You*** make responsible for the security of ***Your Premises***.

Schedule

The latest schedule issued by ***Us*** as part of ***Your Policy***.

Section/Sections

The parts of the ***Policy*** that detail the insurance cover provided by this ***Policy***.

Sum Insured

The maximum amount ***We*** will pay for each item insured under any ***Section***.

We/Us/Our

Allianz Insurance plc.

You/Your

The person, people or the company named as the Insured in ***Your Schedule***.

General Conditions (These apply to the whole **Policy**)

Arbitration

If **You** and **We** disagree over any amount to be paid to **You**, the matter will be decided by an arbitrator appointed in line with the legal procedures in force at the time.

If a disagreement goes to arbitration, **You** will not be able to take action against **Us** unless the arbitrator decides in **Your** favour.

Average

a) **Contents** and **Buildings**

If **Your Sum Insured** at the time of the **Damage** is less than 85% of the cost of replacing the property as new, **You** will be considered as being **Your** own insurer for the difference between **Your Sum Insured** and the cost of replacing the materials or property. (This means that **You** will have to pay a rateable share of the cost of the **Damage**).

b) Stock

If **Your Sum Insured** at the time of the **Damage** is less than the full value of the Stock insured, the amount **We** pay will be reduced in proportion.

c) Business Interruption

If **Your Sum Insured** is less than the Total Income **Your Business** would have earned in the twelve (12) months (or longer period if selected) following the **Damage**, the amount **We** pay will be reduced in proportion.

d) Book Debts

If at the time of **Damage Your Sum Insured** is less than the total of unpaid debts owed to **Your Business**, the amount **We** pay will be reduced in proportion.

Canceling the policy

Your cancellation rights

You may cancel the **Policy** within fourteen (14) days of receipt of the **Policy** documents or within a period of fourteen (14) days of receipt of the renewal documentation (referred to as the “cooling off” period). **You** should exercise this right by contacting HSBC Insurance Brokers Limited.

Should **You** exercise this right to cancel during the cooling off period, **You** will be entitled to a return of the premium paid unless a claim has been made which leads to the contract of insurance being fully completed. Any return of premium will be calculated on a proportionate basis. There is no cancellation charge. However, if the proportional amount due is less than £25 no refund will be made. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

Should **You** not exercise the right to cancel during this cooling off period, the **Policy** premium

becomes due, **You** may not be entitled to a refund of premium and the **Policy** may run for its full term.

If the cooling off period has expired, **You** may cancel the **Policy** during the **Period of Insurance** by giving fourteen (14) days notice in writing to HSBC Insurance Brokers Limited. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance You** will be entitled to a proportionate return of the premium paid. There is no cancellation charge. However, if the proportional amount due is less than £25 no refund will be made. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation **You** must return to HSBC Insurance Brokers Limited the current Certificate(s) of Employers Liability Insurance.

Our cancellation rights

We may cancel the **Policy** by letter sent to **Your** last known address giving fourteen (14) days notice. **You** will then be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the **Policy** is paid by instalments, please refer to the instalment agreement for details of the cancellation procedure that will apply.

In the event of cancellation **You** must return to HSBC Insurance Brokers Limited the current Certificate(s) of Employers Liability Insurance.

Changes in risk

If the risk of **Damage, Injury** or liability increases, **Your Policy** will end immediately unless **We** agree to the change in writing.

Claims procedure

If **You** need to make a claim, **You** or **Your** personal representative must follow these procedures:

- a) report the details to **Us** immediately
- b) give **Us** all the evidence, information and help **We** need at **Your** expense
- c) send **Us** every letter, claim, writ, summons and process immediately.
You must not admit fault or offer or promise to make a payment without **Our** written permission
- d) tell the police immediately if the **Damage** has been caused by rioters, malicious persons, vandals or thieves or if **Money** or **Non-Negotiable Instruments** have been lost
- e) if **We** ask, **You** must make a declaration to say that **Your** claim and any matters connected with it are true

General Conditions (continued)

- f) if **You** are claiming under the Personal Accident (Assault) or Personal Accident **Sections**:
- in the event of death, reasonable notice must be given to **Us** before interment or cremation to enable **Us** if **We** require, to be represented at any post-mortem or inquest
 - any insured person will allow **Our** medical agents to carry out an examination if and when **We** require.

Fraud

If **Your** claim is false in any way, **We** will not pay any benefits under **Your Policy**.

Law Applicable to Contract

Unless it is agreed otherwise:

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

Payment of Premium

You shall pay the premium or any agreed instalment upon request.

Rights of Parties

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

Inaccurate information

We may cancel **Your Policy** if **You** give **Us** incorrect information, do not tell **Us** something which is relevant or do not disclose any material fact.

Until **We** have full details of all material facts and have given notice of avoiding **Your Policy** no act or omission by **Us**, or anyone acting for **Us**, is to be treated as agreeing the continuation of **Your Policy**.

Keeping to the conditions of your policy

We can only make a payment to **You** under this **Policy** if **You** have kept to all its conditions and given us true and complete information.

Other insurances

Other than for Personal Accident benefits when there is a claim and there is in force any other insurance covering the same property or liability, **We** will only pay **Our** share. No other policy can increase **Our** liability.

Our rights after a claim

We are entitled to at **Our** own discretion and expense to:

- a) take over and defend or settle any claim and to enforce any rights against any other party in **Your** name before or after **We** pay the claim
- b) enter any **Premises** where **Damage** has occurred and take away or have delivered to **Us** any property in any reasonable way provided that no property may be abandoned to **Us**
- c) decide whether to replace, reinstate or repair **Damaged** property. **We** will not pay more than the relevant **Sum Insured** or **Limit of Indemnity**.

Policy excess

Where liability attaches under one or more of the following **Sections** or sub-**Sections** of **Your Policy**

Trade Contents
Business Interruption
Glass and Sanitary Fittings
Money
Buildings

arising out of one incident, **We** will only deduct one **Excess**. The **Excess** of the highest value will apply.

Reasonable precautions

You must take all reasonable precautions to prevent or reduce **Damage**, **Injury** or liability. **You** must also meet with all relevant legal requirements and follow manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

Reinstatement of sum insured after a claim

In the event of a claim and unless **We** inform **You** otherwise, the **Sum Insured** will be automatically reinstated provided that:

- **You** pay the appropriate additional premium
- **You** take immediate steps to carry out any alterations to the protections of **Your Premises** which **We** may require.

Survey and Risk Improvement Condition

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

In the event that a survey should show that a risk or any part of it is not satisfactory in **Our** opinion, then **We** reserve the right to either alter the terms and conditions of Cover or to suspend or withdraw

General Conditions (continued)

Cover from the date Cover was incepted or renewed or for any other period specified by *Us*.

It is a condition precedent to liability that *You* must comply with all survey risk improvements required by *Us* within completion time scales specified by *Us*.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by *Us*, then *We* reserve the right to either continue Cover subject to alteration of the terms and conditions of such Cover, or to suspend or withdraw Cover effective

- a) from the date Cover was incepted or renewed, or
- b) from the expiry of any time period specified by *Us* for completion/introduction of the required survey risk improvements, or
- c) for any other period specified by *Us*.

If *We* amend the terms or conditions of Cover, then *You* will have fourteen (14) days to accept or reject the revised basis of Cover.

If *You* elect to reject the revised basis of Cover, then *You* may be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the ***Period of Insurance***.

If *We* exercise the right to suspend or withdraw Cover, then *You* may be entitled to a refund of premium in respect of such period that Cover is suspended or for any period beyond the effective date from which Cover is withdrawn, provided that no claim has been made during the current ***Period of Insurance***.

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

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

VAT

If *You* are accountable to the tax authorities for VAT, any payments *We* make under this ***Policy*** will not include VAT.

Special Conditions (These apply to the whole *Policy*)

- 1 *You* will only be covered for **Damage** caused by theft, attempted theft or arson if *Your Premises* meet **Minimum Level of Security**, or if other security measures agreed in writing by *Us*, are being used when *Your Premises* are closed or left unattended.
- 2 Safes must be kept locked at all times except when access is required.
- 3 Keys :
 - a) When *Your Premises* are open and attended keys for safes and doors must be on the person of anyone authorised to use them or kept under lock and key.
 - b) When *Your Premises* are closed or left unattended:
 - keys for safes and doors must be removed from *Your Premises*
 - keys for windows must be removed from *Your Premises* or kept under lock and key on *Your Premises*.
- 4 Unless *Your Schedule* shows something different, the **Buildings** of *Your Premises* and **Living Rooms** must be:
 - built of incombustible materials
 - heated only by a low pressure hot water system, fixed gas or oil heaters or electric heaters
 - properly maintained.
- 5 Where *We* require an **Intruder Alarm System**:
 - a) it must be:
 - fitted in the way *We* agreed with *You*
 - properly maintained under a contract with the company which fits it or any other company *We* agree to.
 - b) unless *We* agree in writing, *You* must not change or replace:
 - any part of the **Intruder Alarm System**
 - the arrangements *We* agree with *You* for contact with the Police or a security company
 - the maintenance contract.
 - c) *Your Premises* must not be left unattended without at least one **Responsible Person** being there:
 - if the Police have withdrawn their response to alarm calls
 - if *You* or any **Responsible Person** know that the **Intruder Alarm System** is not working properly
 - unless the **Intruder Alarm System** is fully switched on and working.
 - d) *You* must give the codes for the **Intruder Alarm System** only to a **Responsible Person** or **Keyholder**. Do not leave details of the codes on *Your Premises*.
 - e) *You* must make sure that:
 - all keys to the **Intruder Alarm System** are taken off the **Premises** and stored safely if the **Premises** are unattended
 - there are at least two **Keyholders**
 - the alarm company and the Police have the details of the **Keyholders**
 - if the **Intruder Alarm System** activates or the signalling fails when the **Intruder Alarm System** is set, a **Keyholder** will attend *Your Premises* as soon as reasonably possible.
 - f) *You* must tell *Us* as soon as possible (not later than 10:00am on *Our* next working day) and comply with any other requirements *We* may insist upon if:
 - the Police will no longer attend *Your Premises* in response to alarm signals/calls, or will only provide a delayed or reduced service
 - a Local Authority or Magistrate takes action against *You* for nuisance caused by the alarm
 - the **Intruder Alarm System** cannot be maintained in full working order.
 - g) if any person to whom *You* have given any codes for an **Intruder Alarm System** leaves *Your Business*, *You* must change all the codes the day they leave.
- 6 If *Your Premises* are unoccupied for more than seven (7) consecutive days, *You* must arrange for a **Responsible Person** to inspect it inside every day.

If they discover any **Damage**, they must act immediately to prevent further **Damage** and tell *You*.

If *You* do not do this, *We* will not accept any claim for:

 - malicious **Damage**
 - bursting, overflowing or leaking water tanks, equipment or pipes (except if the water supply has been turned off at the main stopcock and the installation drained)
 - leaking of fuel oil from any fixed heating installation
 - beverages leaking from tanks, equipment or pipes
 - accidental water leakage from any automatic sprinkler installation.
- 7 *You* must make sure that:
 - a) all frying and other cooking ranges, equipment, flues and exhaust ducting are securely fixed and free from contact with combustible material
 - b) all extraction hoods, canopies, filters and grease traps are cleaned once a month

Special Conditions (continued)

- c) all extraction ducts are cleaned at least once every six (6) months
- d) frying equipment is fitted with a thermostat designed to prevent the temperature of cooking oils and fat from rising above 205°C and maintained in efficient working order
- e) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use and kept in the cooking area.

General Exclusions (These apply to the whole **Policy**)

Your Policy will not cover the following:

1 War and Kindred Risks

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

2 Terrorism

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

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

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

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

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

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

public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this General Exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified **Limit of Indemnity**), the burden of proving to the contrary shall be upon **You**.

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

3 Terrorism Limit of Indemnity

- a) Where Employers Liability cover is operative the **Limit of Indemnity** shall not exceed £5,000,000 in respect of an act of Terrorism
- b) Where Public Liability cover is operative the **Limit of Indemnity** shall not exceed the **Limit of Indemnity** shown in **Your Schedule** or £5,000,000 (whichever is the lesser) in respect of an act of Terrorism.

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

If **We** allege that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **You**.

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

4 Northern Ireland

Loss or destruction or damage or any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss or destruction or damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

5 Terrorism – Personal Accident and Sickness

Where Personal Accident (Assault) cover and/or the Personal Accident **Section** are operative, benefits are not payable as a result of any event directly or indirectly arising out of any nuclear,

General Exclusions (continued)

chemical or biological contamination due to any act of Terrorism regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

For the purpose of this General Exclusion the Definition of an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Contamination means contamination or poisoning of people by nuclear and/or biological substances which cause illness and/or disablement and/or death. If *We* allege that by reason of this General Exclusion any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon *You*.

6 Radioactivity

- a) **Damage** to any property, any resulting loss or expense or any consequential loss.
- b) Any legal liability caused by or contributed to or arising from:
 - ionising radiations or radioactive contamination from nuclear fuel or nuclear waste
 - the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment

7 Specific sites

Any liability arising from or in connection with work on or at:

- a) any gas works, bulk oil, petrol, gas or chemical storage tanks or chambers
- b) any aircraft, airport, ship, dock, pier, wharf, harbour, reservoir, motorway, railway or pylon;
- c) or involving travelling to or from any offshore oil/gas installation, supply, support or accommodation vessel or structure relating to such an installation, or transit by sea or air;
- d) any power station or nuclear installation;
- e) any chemical works;
- f) any computer installation or computer room;
- g) any tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge, tunnel, mine or colliery.

8 E Risks

- a) loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - i) programming or operator error whether by *You* or any other person
 - ii) Virus or Similar Mechanism (as defined below)
 - iii) Hacking (as defined below)
 - iv) malicious persons
 - v) failure of external networksunless, in respect of i. ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** Exclusion
- b) any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this General Exclusion unless, in respect of a. i. ii. or iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.
- c) loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this General Exclusion unless in respect of loss or damage to other property arising from a. i., ii., and iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- d) loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
 - i) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d. i. above

General Exclusions (continued)

iii) any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of d. ii. and iii. above, such loss destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

- e) any financial loss or expense of whatsoever nature including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this General Exclusion

unless, in respect of c., d. ii. and iii., the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this General Exclusion:

Computer Equipment means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether **Your** property or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

Hacking means unauthorised access to any computer or computer equipment, component, system or item, whether **Your** property or not, which processes, stores, transmits or retrieves data.

9 Computer Date Recognition

- a) The Contents, Business Interruption, Computer Breakdown, or Buildings **Sections** of **Your Policy** do not cover loss destruction or damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **Your** property or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
- i) correctly to recognise any date as its true calendar date;

ii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;

iii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

- b) The Public and Products Liability **Section** of **Your Policy** does not cover any legal liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **Your** property or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

i) correctly to recognise any date as its true calendar date;

ii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;

iii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

10 Loss of value

Loss of market value beyond the cost of repair or replacement.

Trade Risks Section

Trade Contents

Definitions

Contents

Contents which belong to **You**, or are **Your** responsibility including:

- **Business** furniture, internal fixtures and fittings, plant and appliances, telephone installations and gas and electric meters on **Your Premises**
- Tenant's improvements and decorations **You** have on **Your Premises**
- External fixtures or fittings fixed to **Your Premises**
- Shop front
- Pedal cycles, clothing and personal belongings on

Your Premises (except furs and jewellery) which belong to **You**, **Your Employees** or members of **Your** family or guests up to a limit of £500 for each person

- Data carrying materials, **Business** books, manuscripts and documents for their value as unused materials including the cost of research, stationery and clerical labour to reproduce them.

Stock

Stock in trade and goods in trust on **Your Premises** which belong to **You**, or are **Your** responsibility.

Cover

What is covered

We will pay for **Damage** to **Stock** and **Contents** during the **Period of Insurance**.

What is not covered

We will not pay for:

- the amount of the **Excess** shown in **Your Schedule**
- property more specifically insured
- any consequential loss
- any vehicle licensed for road use (or its contents)
- landlord's fixtures, fittings and decorations.
- **Damage** to:
 - i) deeds, bonds, bills of exchange or **Money** or **Non-Negotiable Instruments**
 - ii) any cash register or till when **Your Premises** is closed for **Business** unless such cash register or till has been left visibly open
 - iii) any property belonging to the Post Office.
- **Damage** solely due to a change in the water table level.
- **Damage** caused by:
 - i) theft or attempted theft, (other than as a result of actual or threatened violence or assault to **You**, by any person lawfully on **Your Premises**) not involving entry to or exit from **Your Premises** by forcible and violent means
 - ii) theft where any **Employee** or member of **Your** family is involved as principal or accessory
 - iii) exposure to weather conditions of **Stock** or **Contents** left in the open.

Cover (continued)

What is covered

What is not covered

- storm, flood or escape of water from tanks, apparatus or pipes to **Stock** in any cellar or basement unless stored on racks at least 30 centimetres above the floor
- erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software
- mechanical or electrical breakdown, failure or derangement of the machine, apparatus or equipment in which such breakdown, failure or derangement originates
- clerical error or omission, any unexplained cause or shortage discovered after inventory, or due to shortage in supply or delivery
- latent defect, inherent vice, error in design, defective workmanship or materials or misuse of lifting equipment
- variations in temperature or humidity, frost, contamination or pollution, wet or dry rot, mildew, rust, corrosion, wear and tear, marring, scratching, moth, woodworm, vermin, insect, fungus, the process of dyeing, cleaning, repair, redecorating or renovating or any gradually operating cause
- subsidence, ground heave, landslip, settlement, shrinkage, expansion or collapse of any building

You are also insured for

What is covered

We will pay for:

Accidental damage caused by emergency services

Damage to gardens or landscaped areas caused by the emergency services when attending **Your Premises** following *Damage* to **Your Buildings**, **Contents** or **Stock** up to a maximum of £1,000 during any one *Period of Insurance*.

What is not covered

(In addition to 'What is not covered' listed previously in this Section)

We will not pay for:

You are also insured for (continued)

What is covered

We will pay for:

Capital additions

- any newly acquired *Contents*
- additions and improvements to the existing *Contents*

but not any increase in value.

Provided that when this cover is required *You* give details to *Us* as soon as possible and pay the additional premium requested, cover will then be fully restored.

Contents temporarily removed

up to 20% of *Your Sum Insured* on *Contents* for *Damage* caused while temporarily removed from or in transit to or from *Your Premises* for cleaning, renovation, or repair in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Exhibitions

up to a maximum of £1,000 during any one *Period of Insurance* for *Damage* to *Your Stock* or *Contents* while being transported to, or at any exhibition taking place within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands following *Damage*.

Loss of heating oil and metered water

up to a maximum of £1,000 during any one *Period of Insurance* for loss of heating oil or metered water following insured *Damage*.

Lottery equipment

Damage to lottery equipment belonging to the Lottery operator for which *You* are responsible, provided the equipment is included in *Your Contents Sum Insured*.

Replacement of locks

up to a maximum of £1,000 for the necessary replacement of locks to *Your Premises* or to any safe on *Your Premises* following the loss of keys.

Theft damage to buildings

Damage caused to *Your Premises* or *Living Rooms* by theft or attempted theft.

What is not covered

We will not pay for:

- any amount exceeding 10% of *Your Sum Insured* for *Contents* or £50,000 in total, whichever is the less.
- any property in the open.
- *Damage* caused by theft or attempted theft from any unattended vehicle unless:
 - i) the vehicle is securely locked at all points of access
 - ii) in respect of *Damage* occurring between the hours of 9.00pm and 6.00am the vehicle is kept in a securely locked building.
- theft of *Your Premises* or any part of *Your Premises*.

What we will pay

We will pay for:

- 1 the amount of the **Damage** or, if *We* choose, effect repair or replacement.

The amount *We* pay will be based on:

- the cost of replacing **Stock** at prices current at the time when the **Damage** occurs
 - the cost of reinstating **Contents** as new provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear, tear and depreciation.
- 2 the cost of removing debris at **Your Premises** following **Damage**.

Your Sum Insured under each item is subject to the Average Condition on page 5.

We will not pay more than **Your Sum Insured*** or **Limit of Indemnity** shown in **Your Schedule**.

*Index linking

We will increase **Your Sum Insured** for **Stock** and **Contents** each month in line with the movement of the Producer Price Index for Home Sales of Manufactured Products issued by the Central Statistics Office (or any other index *We* choose). **Your** renewal premium will be calculated on the revised **Sum Insured**.

Index linking of **Your Sum Insured** will continue during repair or replacement of **Damage** provided that **Your Sum Insured** at the time of the **Damage** represents the value at risk and that the work of repair or replacement is carried out without delay.

Cover extensions

(Portable business equipment is only included if a **Sum Insured** is shown in **Your Schedule**)

Seasonal increases

The **Sum Insured** on any item of **Stock** shown in **Your Schedule** will be increased during the period and by the amount shown in **Your Schedule**.

Portable business equipment

We will pay for **Damage** to **Your** portable **Business** equipment as stated in **Your Schedule** while away from **Your Premises** within either:

- A Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or
- B Worldwide.

We will not pay for **Damage** caused by theft or attempted theft:

- from any unattended vehicle unless:
 - i) the vehicle is securely locked at all points of access
 - ii) in respect of **Damage** occurring between the hours of 9.00pm and 6.00am the vehicle is kept in a securely locked building.

Business Interruption

Definitions

Book Debts

The sums outstanding in **Your Business** records of the amounts owed by **Your** customers at the time of the **Damage**.

Standard Income

The **Total Income** during the twelve-month period prior to the date of the **Damage** which corresponds with the **Indemnity Period**, adjusted as necessary to reflect as accurately as possible the **Total Income** which would have been obtained had the **Damage** not occurred.

Total Income

The Money paid or payable to **You** for goods sold and delivered and services provided in the course of **Your Business** at **Your Premises** less the net cost of stock purchased.

Cover

What is covered

We will pay for interference or interruption to **Your Business** during the **Period of Insurance** as a result of:

- 1 **Damage** occurring at **Your Premises** for which liability has been admitted by **Us** under the Trade Contents, Glass and Sanitary Fittings, Buildings or Deterioration of Stock **Sections**.
- 2 **Damage** at **Your Premises** for which liability has been admitted by the insurers of the Buildings.

What is not covered

We will not pay for:

interference or interruption caused by **Damage** which would have been excluded by the Buildings **Section** of **Your Policy**.

You are also insured for

What is covered

We will pay for interference or interruption to **Your Business** during the **Period of Insurance** as a result of:

Bomb scare

the suspected or actual presence of a bomb on or in the vicinity of **Your Premises**.

What is not covered

We will not pay for:

interference or interruption:

- during the first four (4) hours of any incident
- outside the actual period when **You** could not get into **Your Premises**
- occurring in Northern Ireland.

You are also insured for (continued)

What is covered

Denial of access

Damage to a neighbouring property by any cause covered under the Trade Contents **Section** which hinders or denies access to **Your Premises**.

Failure of utilities

accidental failure at the terminal ends of the supply undertaking's feed to **Your Premises** of the electricity, gas or water supply which is used for **Your Business**.

Specified Illnesses

- a) any occurrence of a Specified Illness at the **Premises** or attributable to food or drink supplied from the **Premises**
- b) any discovery of an organism at the **Premises** likely to result in the occurrence of a Specified Illness
- c) any occurrence of Legionellosis at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority
- d) the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority
- e) any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority
- f) any occurrence of murder or suicide at the **Premises**.

What is not covered

- obstruction by snow
- any failure lasting less than 30 consecutive minutes
- failure caused by:
 - i) any electricity, gas or water supply provided by **You**
 - ii) the deliberate act of any such supplier to withhold or restrict operation of the system except to protect life or the supply system
 - iii) strikes or any labour or trade dispute
 - iv) drought
 - v) other atmospheric or weather conditions but not excluding any failure due to **Damage** to equipment caused by such conditions
- any failure of telecommunications services
- any amount exceeding 20% of **Your Sum Insured** for **Total Income** shown in **Your Schedule**.

Special Provisions

- 1 'Specified Illness' shall mean illness sustained by any person resulting from
 - a) food or drink poisoning, or
 - b) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them.
- 2 'Legionellosis' shall mean illness sustained by any person resulting from any discharge release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the **Premises**.
- 3 For the purpose of this Extension 'Indemnity Period' shall mean the period during which the results of the **Business** shall be affected in consequence of the damage beginning
 - a) in the case of a, b and f above with the date of the occurrence or discovery
 - b) in the case of c, d and e above with the date from which the restrictions on the **Premises** are applied and ending not later than three (3) months thereafter.
- 4 **We** shall not be liable under this clause for any costs incurred in cleaning, repair, replacement, recall or checking of property.
- 5 **We** shall only be liable for loss arising at that **Premises** which are directly subject to the incident.
- 6 **You** in so far as it is reasonably practical shall ensure compliance with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary replacement or amending Code of Practice.

What is covered (continued)

Suppliers

Damage to the **Premises** of **Your** suppliers within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any cause covered under the Trade Contents **Section** of **Your Policy**.

Telecommunications breakdown

accidental failure of telecommunications services to **Your Premises** which are in use for **Your Business**.

What is not covered (continued)

- any amount exceeding £25,000.
- any failure lasting less than eight (8) consecutive hours
- failure caused by:
 - i) the deliberate act of any telecommunications supplier serving **Your Premises** except to protect life or the supply system
 - ii) strikes or any labour or trade dispute
 - iii) **Your** use of machinery or equipment which is not acceptable to the telecommunications supplier as properly installed and compatible with the telecommunications system
 - iv) atmospheric or weather conditions but not excluding any failure due to **Damage** to equipment caused by such conditions
- any amount exceeding 10% of **Your Sum Insured** for **Total Income** shown in **Your Schedule**.

What we will pay

We will pay for the amount by which *Your Total Income* during the *Indemnity Period* falls short of *Your Standard Income* and reasonable expenses *You* incur during the *Indemnity Period* to minimise or avoid a reduction in *Total Income*.

We will also pay for:

- the difference between *Book Debts* and the amounts *You* have received or traced following *Damage*
- any auditors' and accountants' fees incurred when providing the details *We* need to assess *Your* claim.

We will take into account:

- any reduced *Business* charges or *Business* expenses during the *Indemnity Period* caused by the interference or interruption
- any income *You* earn by carrying on *Your Business* away from *Your Premises* during the *Indemnity Period*.

Your Sum Insured under each item is subject to the Average Condition on page 5.

We will not pay more than *Your Sum Insured* or *Limit of Indemnity* shown in *Your Schedule*.

Special conditions

If you stop trading

This *Section* will not apply if *Your Business* is wound up, carried on by a liquidator or receiver or permanently discontinued unless such alteration has been agreed in writing by *Us*.

Fire resisting safes and cabinets

(Applicable to *Book Debts* only)

Your books of accounts or other *Business* books or *Business* records in which customer's accounts are shown will be kept in fire resisting safes or fire resisting cabinets when not in use.

Liability

Definitions

Costs

Legal fees and other costs **We** have agreed in writing.

Geographical Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- b) Anywhere else in the world for visits by **You**, any director or **Employee** who normally lives in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which do not involve the direct supervision of manual work or performance of manual work.

Injury

Bodily Injury, death, disease, illness or nervous shock.

Offshore Installations

- a) any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas

- c) any pipe or system of pipes in the sea or tidal waters
- d) any installation which is intended to provide accommodation for persons who work on or from the locations specified in a., b. or c. above.

Pollution or Contamination

- a) all Pollution or Contamination of buildings or other structures or of water land or the atmosphere and
- b) all **Injury** loss or damage directly or indirectly caused by such Pollution or Contamination

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

Products

Goods (including containers, packaging, labels and instructions) sold, supplied, installed, repaired, altered or cleaned by **You**.

Property

Material property.

Employer's Liability

Cover

What is covered

We will pay for all amounts which **You** become legally liable to pay to an **Employee** as compensation for accidental **Injury** occurring within the **Geographical Limits** in connection with **Your Business** during the **Period of Insurance**.

We will also pay **Costs** provided the total amount **We** will pay does not exceed the **Limit of Indemnity** shown in **Your Schedule**.

What is not covered

We will not pay for:

- any liability for which **You** had or should have had motor insurance
- any claim arising in connection with work on or at or transit by air or sea to or from:
 - a) any **Offshore Installation**
 - b) any supply, support or accommodation vessel or structure relating to such an installation.

You are also insured for

What is covered

We will pay:

Compensation to other people

at *Your* request, compensation to any partner, director, *Employee* or principal for liability to which *You* would have been entitled had the claim been made against *You*.

In the event of *Your* death, *We* will compensate *Your* legal personal representatives for liability incurred by *You*.

Court attendance costs

You the rates shown below if the persons described are required to attend court as witnesses, in connection with a claim for which insurance is provided under this *Section*:

- *You* or *Your* partner or director £250 per day
- any *Employee* £150 per day.

Health and Safety at Work

Your Costs in defending any prosecution or appealing any judgement given under the Health and Safety at Work etc. Act 1974, or the Health and Safety (Northern Ireland) Order 1978, as long as the offence relates to an activity involving the health, safety or welfare of *Your Employee* and was committed in connection with *Your Business* during the *Period of Insurance*.

Unsatisfied court judgements

if any *Employee* or their legal personal representative obtains a judgement from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation or costs for *Injury* against any company or individual operating from premises within the territories mentioned above and that judgement remains unpaid for more than six (6) months, to the *Employee* or their legal personal representative, at *Your* request, the amount of any unpaid compensation or awarded costs.

Provided that:

- the *Injury*
 - a) is caused during the *Period of Insurance*
 - b) arises out of and in the course of his employment in *Your Business*
- there is no appeal outstanding
- if any payment is made under this cover the *Employee* or their legal personal representative shall transfer formally the judgement to *Us*.

What is not covered

We will not pay for

- more than the applicable *Limit of Indemnity*.
- *Costs* incurred due to any deliberate act or failure to act.

What we will pay

We will pay up to *Your Limit of Indemnity* shown in *Your Schedule* for all claims relating to one cause or incident.

Special conditions

Discharge of liability

We may, at any time, pay *You* the applicable *Limit of Indemnity* (after deduction of any sums already paid) or any lesser amount for which any claim may be settled and *We* will be under no further liability.

Joint liabilities

Where this *Policy* is in joint names of more than one party, cover applies separately to each, provided that *Our* total liability will not exceed the applicable *Limit of Indemnity*.

Our right to recover certain amounts

This insurance operates in line with the laws relating to compulsory insurance of liability for *Employees* in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. *You* must pay back any amounts which *We* would not have paid without these laws.

EU jurisdiction

Any action for compensation against *You* must take place in a court in a member country of the European Union.

Public and Products Liability

Cover

What is covered

We will pay for all amounts which *You* become legally liable to pay as compensation for:

- accidental *Injury* to any person
- accidental *Damage* to Property
- accidental *Injury* or accidental *Damage* caused by *Products* supplied from

within the *Geographical Limits* in connection with *Your Business* during the *Period of Insurance*.

We will also pay Costs.

What is not covered

We will not pay for:

- the amount of the *Excess* shown in *Your Schedule* for *Damage to Property*
- *Injury* to any *Employee*
- *Injury* or *Damage* arising out of manual work away from *Your Premises* unless occurring in connection with collection or delivery or *Your* attendance at any exhibition within the *Geographical Limits*
- any fines, penalties, aggravated, liquidated, punitive or exemplary damages or multiplication of damages
- any liability caused by giving advice or treatment, professional or technical services, or the design, plan or specification of any *Products* other than the administration of first aid
- *Damage* to property which belongs to *You* or is in *Your* care, other than *Employees'* personal effects
- liability caused by owning, having or using an aircraft, watercraft or mechanically propelled vehicle
- any liability which *You* accept under an agreement
- the cost of recalling or making refund on defective *Products* or replacing, repairing, reinstating or making good defective workmanship

What is covered (continued)

What is not covered (continued)

- any liability caused by or in connection with **Products** which to **Your** knowledge are directly or indirectly exported to the United States of America or Canada
- **Injury or Damage to Property** caused by or in connection with **Products** supplied which to **Your** knowledge are for use in or on:
 - a) any aircraft, spacecraft or watercraft and which are directly connected with the safety propulsion or navigation of such craft;
 - b) any nuclear, petro-chemical or **Offshore Installation** computers or process control equipment
- any claim from or in connection with work on or at or transit by air or sea to or from:
 - a) any **Offshore Installation**
 - b) any supply, support or accommodation vessel or structure relating to such an installation.
- any liability in respect of **Pollution or Contamination** occurring:
 - a) in the United States of America and/or Canada
 - b) elsewhere in the world unless it is caused by a sudden, identifiable, unintended and unexpected incident which takes place at a specific time and place during the **Period of Insurance**.

You are also insured for

What is covered

We will pay:

Compensation to other people

at *Your* request, compensation to any partner, director, *Employee* or principal for liability to which *You* would have been entitled had the claim been made against *You*.

In the event of *Your* death, *We* will compensate *Your* legal personal representatives for liability incurred by *You*.

Consumer Protection Act

You for *Costs* incurred in the defence of any criminal proceedings, including an appeal against conviction resulting from proceedings following a breach of Part II of the Consumer Protection Act 1987 provided that the proceedings relate to an offence alleged to have been committed during the *Period of Insurance*, and in the course of *Your Business*.

Court attendance costs

You the rates shown below if the persons described are required to attend court as witnesses, in connection with a claim for which insurance is provided under this *Section*:

- *You* or *Your* partner or director £250 per day
- any *Employee* £150 per day.

Damage to leased or rented premises

for liability for *Damage* to any building (including fixtures and fittings) leased, rented, hired or lent to *You*.

Data Protection Act

for all amounts which *You* become legally liable to pay under Section 13 of the Data Protection Act 1998 provided that:

- *You* have applied for registration in the required manner to the Data Protection Registrar and *Your* application has not been withdrawn or refused
- *Our* liability for *Damages* for all claims will not exceed £100,000 in any one twelve (12) month period.

What is not covered

We will not pay for:

- the applicable *Limit of Indemnity*.
- any fine or penalty
- where the prosecution is in respect of any deliberate act or failure to act
- *Costs* insured by any other policy.
- liability which exists only because *You* have agreed a contract
- the amount of the *Excess* shown in *Your Schedule*.
- any liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- any liability in relation to any act of defamation.

You are also insured for (continued)

What is covered

We will pay:

Defective Premises Act

for all amounts which **You** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 following disposal of **Premises** owned or occupied by **You** for **Your Business**.

Food safety

Your Costs in defending any prosecution or appealing any judgement given under Part II of the Food Safety Act 1990 which was committed in connection with **Your Business** during the **Period of Insurance**.

Health and Safety at Work

for **Your Costs** in defending any prosecution or appealing any judgement given under the Health and Safety at Work etc. Act 1974, or the Health and Safety (Northern Ireland) Order 1978, as long as the offence relates to an activity involving the health, safety or welfare of anyone other than **Your Employee** and was committed in connection with **Your Business** during the **Period of Insurance**.

Motor contingent liability

for all amounts which **You** become legally liable to pay as compensation for an accidental **Injury** or **Damage to Property** caused by using any motor vehicle in connection with **Your Business**.

Wrongful arrest

for all amounts which **You** become legally liable to pay as compensation for wrongful arrest, false imprisonment, malicious prosecution, defamation or assault on any person arising out of any theft or suspicion of theft at the **Premises** during the **Period of Insurance**.

What is not covered

We will not pay for:

- the cost of repairing faults.
 - any fine or penalty
 - for **Costs** incurred due to any deliberate act or failure to act.
 - for **Costs** relating to any deliberate act or failure to act.
- We* will not pay compensation:
- if the motor vehicle belonged to **You** or was provided by **You**
 - if **You** were driving the vehicle
 - if the vehicle was being driven by someone **You** knew did not have a driving **Licence**, unless that person has held a Licence and is not disqualified from having one
 - for any **Damage** to the vehicle or goods carried in it
 - if the incident took place outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
 - if **You** are covered by other insurance for compensation.
- any amount exceeding £100,000.

What we will pay

We will pay up to:

- 1 Public Liability – *Your Limit of Indemnity* shown in *Your Schedule* for all claims relating to one cause or incident.
- 2 Product Liability – *Your Limit of Indemnity* shown in *Your Schedule* for all claims relating to one cause or incident and for all occurrences or incidents arising during the *Period of Insurance*.
- 3 *Pollution or Contamination* – *Your Limit of Indemnity* shown in *Your Schedule* or £5,000,000 whichever is the lower.

Special conditions

Discharge of liability

We may, at any time, pay *You* the applicable *Limit of Indemnity* (after deduction of any sums already paid) or any lesser amount for which any claim may be settled and *We* will be under no further liability except for *Costs* incurred prior to the date of payment.

Joint liabilities

Where *Your Policy* is in joint names of more than one party, cover applies separately to each provided that *Our* total liability will not exceed the applicable *Limit of Indemnity*.

EU jurisdiction

Any action for compensation against *You* must take place in a court in a member country of the European Union.

Glass and Sanitary Fittings

Definitions

Glass

Fixed plain or wired glass and mirrors in or on ***Your Premises***.

Sanitary Fittings

Fixed sanitary ware on ***Your Premises***.

Cover

What is covered

Damage to ***Glass*** or ***Sanitary Fittings*** happening during the ***Period of Insurance***.

We will also pay for:

- the cost of replacing window alarm foil, lettering, painting, embossing, silvering or other ornamental work on ***Glass***
- ***Damage*** to framework,
- the cost of necessary boarding-up and the provision of a temporary door consequent on the breakage of ***Glass***.

What is not covered

We will not pay for:

- the amount of the ***Excess*** shown in ***Your Schedule***.
- ***Damage*** arising directly from repairs or alterations to the ***Premises***
- ***Damage*** to ***Glass*** or ***Sanitary Fittings*** already damaged at the commencement of cover
- ***Damage*** to ***Glass*** or ***Sanitary Fittings*** forming part of ***Your Stock***
- scratching or chipping of ***Glass*** unless it extends through the complete fabric of the ***Glass***.

What we will pay

We will pay the amount of the ***Damage*** or, if ***We*** choose, effect repair or replacement.

The maximum amount ***We*** will pay for ***Damage*** to window alarm foil, lettering, painting, embossing, silvering or other ornamental work on ***Glass*** is shown in ***Your Schedule***.

Money

Definitions

Business Hours

The period during which any director, partner or ***Employee*** entrusted with ***Money*** is on ***Your Premises*** for ***Business*** purposes.

Geographical Limits

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

Cover

What is covered

We will pay for:

- 1 loss of ***Money*** during the ***Period of Insurance*** within the ***Geographical Limits*** if it is:
 - being transported by ***You*** or ***Your*** authorised representative or in a bank night safe
 - on ***Your Premises*** during ***Business Hours***
 - in a locked safe on ***Your Premises*** outside ***Business Hours***
 - not in a locked safe on ***Your Premises*** outside ***Business Hours***
 - in ***Your*** home or the home of any ***Employee*** or director outside ***Business Hours***
 - in a gaming, amusement or vending machine.
- 2 loss of ***Non-Negotiable Instruments*** relating to ***Your Business*** during the ***Period of Insurance*** within the ***Geographical Limits***
- 3 the cost of replacing or repairing ***Your*** safe if it is ***Damaged*** by thieves.
- 4 up to a maximum of £1,000 for the cost of repairing or replacing any security bag, case or waistcoat damaged as a result of theft or attempted theft of ***Money***.

What is not covered

We will not pay for:

- the amount of the ***Excess*** shown in ***Your Schedule***
- loss caused by the dishonesty of any director, partner or ***Employee*** unless it is discovered and reported to ***Us*** within fourteen (14) days of its occurrence
- shortages due to clerical mistakes
- loss from any unattended vehicle
- loss of ***Money*** in the custody of collectors or roundsmen
- any consequential loss.

What we will pay

We will pay the amount of the loss.

The maximum amount ***We*** will pay for the causes listed in paragraphs 1 and 2 is shown in ***Your Schedule***.

Special condition

Money being transported

Where the limit shown in *Your Schedule* for *Money* being transported is more than £3,000, *You* must take the following precautions:

Money being transported

Above £3,000 and up to £6,000

Above £6,000 and up to £10,000

Precautions

The *Money* must be split equally between 2 fit people between the ages of 16 and 60, or transported by a specialist security company.

The *Money* must be split equally between 3 fit people between the ages of 16 and 60, or transported by a specialist security company.

Personal Accident (Assault)

Definitions

Injury

Accidental bodily Injury as a result of a violent attack while carrying on ***Your Business***.

Insured Person

You, any director, partner or ***Employee*** excluding collectors or roundsmen.

Cover

What is covered

We will pay benefits for the following during the ***Period of Insurance***:

- 1 Death caused directly by ***Injury*** and within twelve (12) months of the ***Injury***.
- 2 Loss of limbs, sight, speech or hearing caused directly by ***Injury*** within twelve (12) months of the ***Injury***.
Loss of limbs means physical separation or permanent and total loss of use of one or more hands or feet.
Loss of sight means total and final loss of sight in one or both eyes.
Loss of speech means total loss of speech.
Loss of hearing means total and final loss of hearing in one or both ears.
- 3 Any other permanent total disability caused directly by ***Injury*** which, after 104 weeks from the date of the ***Injury*** and for the foreseeable future, will prevent the ***Insured Person*** from doing any kind of work.
- 4 Temporary total disability caused directly by ***Injury*** which prevents the ***Insured Person*** from doing any part of their job.

What is not covered

We will not pay for: death or disability:

- caused or contributed to by any physical or mental condition which the ***Insured Person*** had before the ***Injury***
- if the ***Insured Person*** fails to obtain and follow proper medical or surgical advice as soon as practicable
- to any person under 16 or over 70
- where an amount is payable under the Personal Accident ***Section*** of ***Your Policy***.

What we will pay

We will pay the amounts shown in ***Your Schedule*** to any ***Insured Person*** or their personal representative if ***Injury*** occurs during the ***Period of Insurance***.

The following conditions apply:

- ***We*** will make a payment under only one of benefits 1 to 3 above and that payment will end this cover
- if ***We*** make a payment under one of the benefits 1 to 3, any benefit under 4 that ***We*** are paying to the ***Insured Person*** will stop.

- ***We*** pay the benefit under 4 every 4 weeks for up to 104 weeks for any one ***Injury***. ***We*** will not pay more than 75% of an ***Insured Person's*** average weekly earnings before tax
- ***We*** will also pay for ***Damage*** to the personal belongings and Money of any ***Insured Person*** if the ***Damage*** was caused by a violent attack while carrying on ***Your Business***.

We will not pay more than £100 for personal Money and £500 in total for any one person.

Computer Breakdown

(Please refer to **Your Schedule** to see if this extension is in force)

Cover

What is covered

We will pay for:

- 1 **Damage** to computer hardware and software during the **Period of Insurance** caused when it breaks, burns out or fails during normal use.
- 2 the restoring of data during the **Period of Insurance** following accidental erasure, destruction, distortion or corruption of computer data.

What is not covered

We will not pay for:

- the amount of the **Excess** shown in **Your Schedule**
 - delay, loss of use, loss of market, erasure of records or consequential loss of any kind
 - any **Damage** due to or consequent upon wear, tear, deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect
 - the cost of modification or rectification of defects of design material or workmanship
 - any amount which is receivable under any guarantee or maintenance agreement.
-
- the amount of the **Excess** shown in **Your Schedule**
 - restoring of data which has not been stored in accordance with, or stored for a longer period than shown in, the maker's instructions
 - erasure, destruction, distortion or corruption resulting from an unidentifiable occurrence or malicious erasure of data
 - consequential loss of any kind
 - loss discovered more than six (6) calendar months after its occurrence.

What we will pay

We will pay:

- 1 the amount of the **Damage** to the computer hardware and software or, if *We* choose, effect repair or replacement
- 2 the cost of restoring the data.

We will not pay more than **Your Sum Insured** or **Limit of Indemnity** shown in **Your Schedule** in any one **Period of Insurance**.

Special conditions

Computer hardware

If the computer installation is more than five (5) years old, **You** must maintain an agreement with the manufacturers, or a company approved by the manufacturers, throughout the **Period of Insurance**.

The agreement must provide:

- maintenance services including preventive treatment
- repair or replacement following breakage or stoppage from internal cause, other than negligence on **Your** part.

Restoring of data

You must maintain two (2) duplicate copies of the data and one must be stored in a safe place away from the **Premises**.

You are also insured for

Computer breakdown (increased cost of running your business)

What is covered

We will pay the increased cost of running **Your Business** in the event of accidental **Damage** during the **Period of Insurance** to any computer hardware described in **Your Schedule** for which liability has been admitted under the Computer Breakdown extension.

What is not covered

We will not pay for:

- increased cost of running **Your Business** during the Excess Period stated below following the occurrence of **Damage** or restoring of data following accidental erasure, destruction, distortion or corruption of computer data.
- increased cost of running **Your Business** incurred as a consequence of any failure of the electricity supply at the terminal feed point to **Your Premises** excluding failure resulting from:
 - i) a deliberate act by the supplier unless for the sole purpose of safeguarding life or protecting a part of the supply
 - ii) rationing of the supply unless necessitated solely by physical **Damage** to a part of the supply system.

Excess Period: 24 hours for computers with a current maintenance contract.

7 days for computers without a current maintenance contract.

What we will pay

We will pay the reasonable expenses **You** run up during the **Indemnity Period** stated in **Your Schedule** for the sole purpose of avoiding or diminishing interruption of or interference with **Your Business** which, but for that expenditure, would have taken place.

We will not pay more than the **Sum Insured** or **Limit of Indemnity** stated in **Your Schedule** in any one **Period of Insurance**.

Buildings Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Cover

What is covered

We will pay for **Damage** to **Buildings** during the **Period of Insurance**.

What is not covered

We will not pay for:

- the amount of the **Excess** shown in **Your Schedule**
- property more specifically insured
- any consequential loss.
- **Damage** solely due to a change in the water table level.
- **Damage** caused by:
 - i) weather conditions to fences, gates or to any moveable property in the open
 - ii) felling or lopping of trees unless carried out by a qualified and experienced person
 - iii) latent defect, inherent vice, error in design, defective workmanship or materials or misuse of lifting equipment
 - iv) variations in temperature or humidity, frost, contamination or pollution, wet or dry rot, mildew, rust, corrosion, wear and tear, marring, scratching, moth, woodworm, vermin, insect, fungus, the process of dyeing, cleaning, repair, redecorating or renovating or any gradually operating cause
 - v) subsidence, ground heave, landslip, settlement, shrinkage, expansion or collapse of any building.

You are also insured for

What is covered

We will pay for:

Accidental damage to services

Damage during the **Period of Insurance** to the underground water, drain, sewage and gas pipes and underground electricity and telephone cables between **Your Premises** and the public mains.

Buyers interest

Damage happening after **You** have agreed to sell **Your** interest in **Your Premises** but before the completion date. The buyer is entitled to cover under this **Section** if they have no other insurance and keep to the terms of the **Policy**.

What is not covered

(In addition to 'What is not covered' listed previously in this **Section**)

We will not pay for:

What we will pay

We will pay the cost of the **Damage** or, if *We* choose, effect repair or replacement.

If the work is carried out without delay, *We* will pay the cost of repairing or rebuilding to a condition which is approximately the same as when new, but not better. Otherwise *We* will pay the cost of the **Damage** less an amount for wear, tear and loss of value.

We will also pay the cost of:

- removing debris at **Your Premises** following **Damage**
- architects', surveyors' and legal fees which are necessary.

Your Sum Insured is subject to the Average Condition on page 5.

We will not pay more than **Your Sum Insured*** or **Limit of Indemnity** shown in **Your Schedule**.

*Index linking

We will increase **Your Sum Insured** for the **Buildings** each month in line with changes in the 'Royal Institution of Chartered Surveyors Index' (or any other index *We* choose). **Your** renewal premium will be calculated on the revised **Sum Insured**.

Index linking of **Your Sum Insured** will continue during repair or replacement of **Damage** provided that the **Sum Insured** at the time of the **Damage** represents the value at risk and that the work of repair or replacement is carried out without delay.

Deterioration of Stock Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Definitions

Appliance

Any frozen food cabinet, deep freezer, cold room, cold store, refrigerator or chilled unit on **Your Premises**, or within the refrigeration unit of **Your** vehicle.

Stock

Stock of foodstuffs which belong to **You** or are **Your** responsibility in an **Appliance**.

Cover

What is covered

We will pay for **Damage** during the **Period of Insurance** to **Stock** contained in any **Appliance**, or **Stock** elsewhere on **Your Premises** which but for an event covered by this Section would normally have been placed in any **Appliance**, by deterioration or putrefaction due to:

- 1 a change in temperature resulting from:
 - mechanical or electrical breakdown of or **Damage** to any **Appliance**
 - failure of any thermostat or other control device belonging to the **Appliance**
 - accidental failure of the electricity supply.
- 2 accidental leakage of refrigerant or refrigerant fumes from the **Appliance**.

What is not covered

We will not pay for:

- the amount of the **Excess** shown in **Your Schedule**
- **Damage** caused by an electricity power cut which the supplier had planned
- **Damage** due to any deliberate act or wilful neglect by **You**
- any consequential loss.
- any amount exceeding £500 in respect of **Damage** to **Stock** contained within the refrigeration unit of **Your** vehicle.

What we will pay

We will replace, or at **Our** option, pay the cost of replacing such **Stock** at prices which apply at the time the **Damage** takes place.

The **Sum Insured** is subject to the Average Condition on page 5.

We will not pay more than **Your Sum Insured** or **Limit of Indemnity** shown in **Your Schedule**.

Special condition

Maintenance

If an **Appliance** is more than five (5) years old at the start of the **Period of Insurance**, it must be maintained regularly by a suitably qualified independent electrical engineer.

Goods in Transit Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Definitions

Geographical Limits

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

Property Covered

Stock, materials in trade, Business furniture, fixtures and fittings, plant and appliances which belong to **You**, or are **Your** responsibility.

Cover

What is covered

We will pay for accidental **Damage** to any **Property Covered** within the **Geographical Limits** during the **Period of Insurance** while it is:

- 1 Being loaded onto, carried by or unloaded from any enclosed vehicle by **You** or any of **Your Employees**.
- 2 Travelling by road, rail or post and before it arrives at the final destination.

What is not covered

We will not pay for:

- the amount of the **Excess** shown in **Your Schedule**
- any consequential loss
- **Damage** caused by deterioration or any inadequate packing or insulation
- livestock
- **Damage** to glass, china and other items of a similar brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the vehicle
- **Damage** caused by theft or attempted theft from any unattended vehicle unless:
 - i) the vehicle is securely locked at all points of access
 - ii) in respect of **Damage** occurring between the hours of 9.00pm or 6.00am the vehicle is kept in a securely locked building
- **Damage to Money, Non-Negotiable Instruments**, documents, precious metals, precious and semi precious stones, jewellery, watches and furs.

What we will pay

We will pay for the **Damage** or repair or replace the **Property Covered**.

The amount **We** pay will be based on:

- a) the cost of replacing Stock and materials in trade at prices current at the time when the **Damage** occurs
- b) the cost of reinstating other **Property Covered** as new provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear, tear and depreciation.

Your Sum Insured is subject to the Average Condition on page 5.

We will not pay more than **Your Sum Insured** or **Limit of Indemnity** shown in **Your Schedule**.

Personal Accident Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Definitions

Injury

Accidental bodily Injury caused by someone or something other than the person injured.

Insured Person

Anyone named in **Your Schedule**.

Cover

What is covered

We will pay benefits for the following during the **Period of Insurance**:

- 1 Death caused directly by **Injury** and within twelve (12) months of the **Injury**.
- 2 Loss of limbs, sight, speech or hearing caused directly by **Injury** within twelve (12) months of the **Injury**.
Loss of limbs means physical separation or permanent and total loss of use of one or more hands or feet.
Loss of sight means total and final loss of sight in one or both eyes.
Loss of speech means total loss of speech.
Loss of hearing means total and final loss of hearing in one or both ears.
- 3 Any other permanent total disability caused directly by **Injury** which, after 104 weeks from the date of the **Injury** and for the foreseeable future will prevent the **Insured Person** from doing any part of their job.
- 4 Any temporary total disability caused directly by **Injury** which prevents the **Insured Person** from doing all or a major part of their normal duties in the course of **Your Business** but excluding the first fourteen (14) days of each period of disablement.

What is not covered

We will not pay for:

- any **Injury** happening outside **Your** normal duties in the course of **Your Business** where Occupational Cover Only is shown in **Your Schedule**.
- death or disability:
 - i) caused or contributed to by a physical or mental condition which the **Insured Person** had before the accident
 - ii) if the **Insured Person** fails to obtain and follow proper medical or surgical advice as soon as possible
 - iii) to any person under 16 years of age or over 70 years of age.
- any **Injury** caused by:
 - i) suicide or attempted suicide
 - ii) the influence of drugs or alcohol
 - iii) flying, except as a fare-paying passenger on an aircraft
 - iv) pregnancy or childbirth
 - v) Human Immunodeficiency Virus (HIV) or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variation of HIV or AIDS
 - vi) using electric wood working machinery (except portable hand tools)
 - vii) accidents occurring while any **Insured Person** is engaged in or practising for:
winter sports (except sledging in the UK), horse racing, training or breaking, hunting, show jumping or polo, mountaineering, rock climbing, parachuting, potholing or caving, motor-racing competitions or trials, boxing, wrestling, judo, karate, martial arts, fencing or any other form of combat, squash, hockey or any type of football, power boating, water skiing or the use of underwater breathing apparatus, yachting or boating (except on inland waters or within three miles of land).

What we will pay

We will pay the amounts shown in *Your Schedule* to any *Insured Person* or their personal representative.

- *We* will make a payment under only one of benefits 1 to 3 and that payment will end this cover.
- *We* will not pay more than 50% of the amount shown in *Your Schedule* for loss of hearing in one ear.
- If *We* make a payment under one of the benefits 1 to 3, any benefit under 4 that *We* are paying to the *Insured Person* will stop.
- *We* will pay the benefit under 4 for up to 104 weeks in total for each *Injury*. *We* will not pay more than 75% of an *Insured Person's* average weekly earnings before tax.

Loss of Licence Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Definitions

The Licence

The Premises Licence(s) granted to **You** for the sale of excisable liquors and/or the provision of entertainment in connection with the **Business** at the **Premises**.

Loss of Licence

- i) forfeiture, suspension or withdrawal of **The Licence** under the provisions of legislation governing such licences, or
- ii) refusal to renew **The Licence** after due application to the appropriate licensing authority during the **Period of Insurance**.

Licensing Authorities

Those authorities authorised under section 3 of the Licensing Act 2003.

Designated Premises Supervisor

The individual specified in the licence as the premises supervisor as defined by section 15 of the Licensing Act 2003.

Operating Schedule

The document that sets out the relevant licensable activities as defined by section 17 of the Licensing Act 2003.

Gross Profit

The amount by which the sum of the **Turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock, work in progress and stock purchases.

Note:

The amounts of the opening and closing stock and work in progress shall be arrived at in accordance with **Your** normal accountancy methods, due provision being made for depreciation.

Maximum Indemnity Period

12 Months

Indemnity Period

The period beginning with the occurrence of the damage and ending no later than the **Maximum Indemnity Period** thereafter during which the results of **Your Business** shall be affected in consequence of the **Loss of Licence**.

Turnover

The money paid or payable to **You** for goods sold and delivered and services rendered in the course of the **Business** at the **Premises**.

Rate of Gross Profit

The rate of Gross Profit earned on the **Turnover** during the financial year immediately before the date of the **Loss of Licence**.

Cover

What is covered

In the event of **Loss of Licence** *We* will pay for:

- 1 the loss of **Gross Profit**
- 2 any reasonable additional expenses incurred in maintaining the **Gross Profit**

Limit of Liability

Our liability under this **Section** during any one **Period of Insurance** shall not exceed the **Sum Insured** stated in the **Schedule**.

If *We* are liable to indemnify more than one party the aggregate amount of indemnity to all parties shall not exceed the **Sum Insured** stated in the **Schedule**.

What is not covered

The Policy Exclusions apply to this **Section** and in addition *We* will not pay for:

- any loss for which *You* are entitled to obtain compensation under the provision of any statute following refusal to renew **The Licence**
- any loss arising from the alteration of the law governing the grant, renewal, transfer, surrender, forfeiture, suspension or withdrawal of **The Licence** after the commencement of the **Period of Insurance**, unless *We* confirm in writing that this clause will continue to apply after such alteration
- forfeiture, suspension, withdrawal or lapsing of **The Licence** as a result of:
 - i) actual or proposed compulsory acquisition of the **Premises**
 - ii) any scheme of town or county planning, improvement or redevelopment
 - iii) failure, other than for good cause, to keep the **Premises** open during the permitted hours
 - iv) failure to comply with any direction or requirement of **Licensing Authorities** or any other like authority
 - v) failure to maintain the **Premises** in good sanitary and general repair
 - vi) alteration of the **Premises** without the consent of the appropriate authority
 - vii) the death or insolvency of the licence holder
 - viii) the licence holder being declared mentally incapable
 - ix) the **Designated Premises Supervisor** losing their personal licence
 - x) the failure to notify the authorities about changes to the **Operating Schedule**
- forfeiture, suspension, withdrawal or lapsing of **The Licence** occasioned, wholly or in part, by any act or omission of *You* or by *Your* failure to take all reasonable action to maintain **The Licence** in force
- forfeiture, suspension or withdrawal of **The Licence** following police objections, unless **The Licence** is subsequently withdrawn by the **Licensing Authorities**.

What we will pay

- 1 In respect of **Gross Profit** the amount payable as indemnity shall be the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall in consequence of the **Loss of Licence** fall short of the **Turnover** during the period corresponding with the **Indemnity Period** in the twelve (12) months immediately before the **Loss of Licence**.
- 2 In respect of any reasonable expenses the amount payable as indemnity shall be any reasonable expenses incurred with **Our** consent in maintaining the **Gross Profit** during the **Indemnity Period** provided that the amount payable shall not exceed the loss avoided under (1) above.
- 3 Adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Loss of Licence** or which would have affected the **Business** had the **Loss of Licence** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Loss of Licence** would have been obtained during the relative period after the **Loss of Licence**.
- 4 To the extent that **You** are accountable to the tax authorities for Value Added Tax, all terms in this **Section** shall be exclusive of such tax.
- 5 If within the **Indemnity Period** the **Premises** are sold the amount payable shall be the reduction in the value of the **Premises** in consequence thereof less any sum already paid in connection with the **Loss of Licence**.
- 6 In the event of the **Loss of Licence** occurring before the end of the first financial year of the **Business**, the results of the **Business** to the date of the **Loss of Licence** shall be used as a basis upon which to assess the loss, subject otherwise to all the terms and conditions of this **Section**.
- 7 **We** will reimburse **You** reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or other proofs, information or evidence as may be required by **Us** under the terms of the Claims Procedure Condition and reporting that such particulars or details are in accordance with **Your** book of account or other business books or documents.

Conditions

The Policy Conditions except Reinstatement of sum insured after a claim and Average apply to this **Section** and in addition

1 Notification of Matters Affecting the Licence

You shall give notice to **Us** immediately on becoming aware of any:

- a) notice, caution or complaint against the **Premises** or the control of the **Business** at the **Premises** or against any licence holder, manager, tenant, **Designated Premises Supervisor** or any other occupier of the premises
- b) legal proceeding against or conviction (other than convictions regarded as “spent” under the Rehabilitation of Offender Act current at the time) of any licence holder, manager, tenant, **Designated Premises Supervisor**, or other occupier of the **Premises** for any breach of licensing laws or any other circumstance whereby the character or reputation of the person is affected or called into question in respect of their honesty, moral standing or sobriety
- c) other circumstances which may result in a claim being made
- d) objection to renewal or any other circumstance which might prejudice renewal of **The Licence**
- e) transfer, surrender or proposed transfer or surrender of **The Licence**
- f) change in the management or tenancy of the premises
- g) alteration in the **Business** at the **Premises** and supply such information and give such assistance as **We** may reasonably require.

2 Action by You

In the event of death, insolvency, or incapacity of, or the conviction or absconding of, any licence holder, manager, tenant, **Designated Premises Supervisor**, or other occupier of the **Premises**, **You** shall at **Our** request take all reasonable practicable steps to secure a replacement for such person, such replacement being acceptable to **Licensing Authorities** or any other like authority governing transfer of **The Licence**.

3 Alteration

This **Section** shall be avoided if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued or **Your** interest ceases otherwise than by death at any time after the commencement of this Insurance unless its continuance be admitted by memorandum signed by **Us** or on **Our** behalf.

4 Additional Claims Condition

You shall

- a) within 24 hours of becoming aware of a **Loss of Licence** or lapsing of **The Licence** or of any circumstances likely to prejudice continuance of **The Licence**, give notice to **Us** and as soon as possible thereafter provide a written statement substantiating the claim together with such documents, statements and accounts **We** may reasonably require
- b) give **Us** such access to the **Premises** and to **Your** books that **We** may require to quantify the amount of the loss
- c) give **Us** all necessary assistance **We** may require to appeal against such **Loss of Licence** or lapsing of **The Licence**
- d) if practicable, and if required by **Us**, apply for the grant of a new licence for the same or for alternative premises to enable the continuance of the **Business** or of a similar business.

Engineering Insurance Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Definitions

Breakdown

The sudden and complete failure of **Plant** to function due to damage to any of its components (including electrical burn-out) occurring during normal use.

Plant

The plant described in the **Schedule** includes all its integral parts and connecting wires and pipes in so far as such wires and pipes need to be repaired or replaced as a result of **Damage** for which **We** have admitted liability.

British Isles

Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands but not the Republic of Ireland.

Special plant definitions

Hot Water Heating Installation

The hot water heating boiler, its firing apparatus including any photoelectric cell and connected pipes, radiators, hot water storage cylinders, calorifiers, circulating pumps (including shunt pumps) and their motors, thermionic valves, motorised valves in oil pipes, oil filters (including motors), oil pre-heaters, oil level indicators and/or alarms and heaters in oil pipes and tanks.

Oil Burning Unit

The oil burner, its driving motor, the oil pre-heater, tank heater, line heater, photo-electric cell, thermionic valve, oil tank level indicator and/or alarm, motorised valve(s) on the oil pipeline, the oil filter (including motor) and fan.

Lifting Tackle

Chains, ropes, slings, hooks, shackles or eyebolts not forming part of lifting plant by means of which a load or appliance can be attached to the hook, shackle or other lifting gear which do form an integral part of the lifting plant.

Cover

What is covered

We will pay for:

- 1 accidental damage to the **Plant**, including **Breakdown**.
- 2 accidental damage to any property adjacent to the **Plant** by impact, blast or fragments from the explosion, implosion or collapse of the **Plant**.

What is not covered

We will not pay for:

- the amount of the **Excess** stated in **Your Schedule**
- **Damage** caused by fire, lightning, explosion caused by ignition, aircraft, riot malicious persons, storm, flood, escape of water or theft
- **Damage** which is the gradual deterioration in materials due to age or usage (but suddenly occurring **Damage** arising from the weakening of materials due to age or usage is insured)
- **Damage** caused during maintenance, repairs, overhaul or modification of the **Plant**
- **Damage** caused by the deliberate imposition of conditions on the **Plant** beyond its specified safe working capabilities
- **Damage** to **Plant** hired out or in by **You**, unless described in the **Schedule** as **Plant** hired out or in consequential loss of any kind.

You are also insured for

What is covered

We will pay for:

Automatic inclusion of plant

Plant of similar type to that described in *Your Schedule* which is added or substituted, will be included in this *Section* from the time it is installed and ready for use.

You must tell *Us* of the installation of the additional or substituted *Plant* before the current *Period of Insurance* expires.

Debris removal

Each item includes expenses necessarily incurred, following destruction or *Damage* insured by this *Section* in:

- a) removing debris and/or dismantling any *Plant* or adjacent property insured
- b) protecting any *Plant* or adjacent property whether *Damaged* or not.

This extension does not include expenses arising from pollution or contamination of anything which is not *Plant* or adjacent property insured by this *Section*.

Minor repairs

If *Damage* occurs which is covered by this *Section*, *You* may repair this up to a maximum cost of £500 and claim this under the insurance, without *Our* prior agreement, provided the repairs are permanent and satisfactory (which may be verified by inspection by *Us*).

Professional fees

Each item includes architects', surveyors', consulting engineers', legal and any other fees necessarily incurred in the reinstatement or repair of the *Plant* resulting from its destruction or *Damage* but not for preparing any claim. Similar fees incurred in repairing insured *Damage* to property adjacent to the *Plant* are also included within each item.

Transit

While *Plant* is in transit, the cover on it is extended to include loss, destruction or *Damage* caused by fire, lightning, explosion, storm, flood, theft or attempted theft.

What is not covered

We will not pay for:

What we will pay

We will either:

- 1 pay to *You* the amount of the *Damage*, or
- 2 replace *Plant* or adjacent property or the *Damaged* part of it.

We will not pay more for each item than the *Limit of Indemnity* shown in *Your Schedule* for that item.

We will also pay for:

- reasonable additional expenses up to £2,000 including those incurred in making a temporary repair or in expediting the permanent repair of insured *Damage* (including overtime working).

Special condition

Restriction of cover

We reserve the right to restrict or withdraw cover on any *Plant We* consider to be unsuitable for insurance.

Machinery and Plant Inspection Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Definitions

Period of Contract

The duration of **Your Policy** as shown in **Your Schedule** and any further period for which **We** accept the premium.

Plant

The plant described in **Your Schedule**, excluding any chimneys, masonry, brickwork foundations or supporting structures, unless these are specified in **Your Schedule**.

Unless otherwise agreed, inspections of steam boilers will be of the pressure system defined in the written scheme of examination only and inspections of hot water heating installations will only examine the boiler (excluding the firing apparatus) and any part of the installation which is defined as a pressure system requiring statutory inspections.

Plant inspections

During the **Period of Contract**, **Plant** will be inspected by **Us** and **We** will supply reports to **You** at a frequency determined by legal requirements or annually where there is no legal requirement.

The inspections will be periodical examinations of those parts of **Plant** which are accessible and have been sufficiently prepared for examination. The inspections and reports will comply with any relevant statutory requirements.

This contract does not include testing of **Plant** or witnessing of testing.

The responsibility for meeting all statutory obligations to have **Plant** inspected or tested remains with **You**. **You** are responsible for preparing any **Plant** for inspection at **Your** own expense, when **We** give advance notice that inspection is due. **You** are responsible for providing safe access to **Plant** which is to be inspected.

Fidelity Guarantee Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Cover

What is covered

We will pay for:

- the direct loss of **Business Money**, **Non-Negotiable Instruments** or goods which belong to **You** or are **Your** legal responsibility
- auditors' fees incurred with **Our** written consent

resulting from an act of fraud or dishonesty committed by an **Employee** during the **Period of Insurance**.

What is not covered

We will not pay for:

- the amount of the **Excess** shown in **Your Schedule**
- losses occurring before an **Employee** started work for **You**
- losses discovered 24 months after:
 - an **Employee** finished working for **You**
 - **Your Policy** has expired
- losses arising from subsequent acts of fraud or dishonesty by an **Employee**
- losses by an **Employee You** are unable to name
- losses arising outside the United Kingdom
- losses by any director of **Your Business** who holds more than 5% of **Your** share capital
- loss of interest, loss of profits or any kind of consequential loss.

You are also insured for

What is covered

Automatic reinstatement of loss

In the event of a loss and unless **We** inform **You** otherwise, the **Limit of Indemnity** will be automatically reinstated provided that:

- **You** pay the appropriate additional premium
- the amount reinstated is only available for later acts of fraud or dishonesty.

What we will pay

The maximum amount **We** will pay in any one **Period of Insurance** is the **Limit of Indemnity** shown in **Your Schedule**.

Special conditions

Standards of control

You must:

- obtain written references from previous employers for the three years immediately before employment for each **Employee** responsible for **Money**, accounts, computer input and/or programming. School leavers require one character reference
- make sure that any **Money** that an **Employee** receives or collects for **Your Business**, is banked on the day of receipt, or the next working day, or passed to **You** daily
- send account statements to all **Your** customers each month, by an **Employee** who is not authorised to receive **Money**
- check cash book entries, computer system records and other records of **Money** received each month against:
 - a) the bank statement
 - b) receipt counterfoils
 - c) vouchers
 - d) supporting documents and cash in hand

These checks are to be completed by an independent **Employee** not responsible for dealing with **Money** records

- ensure that the:
 - a) ordering
 - b) receipt
 - c) authorisation of paymentof goods, is carried out by different **Employees** working independently
- make sure that cheques of £5,000 or over are signed by two people and the paperwork for all cheques is independently checked
- make sure that all wage payments are independently checked before payment
- agree to keep accounts which are professionally audited every twelve (12) months.

Recoveries

Any **Money** that **You** owe to an **Employee** will be deducted from the amount **We** pay **You** under **Your Policy**.

We may at **Our** own expense try to recover from the **Employee** or the **Employee's** estate any loss that **We** have paid or are liable to pay under **Your Policy**. **We** may use **Your** name and **You** must give **Us** any information and help **We** may require to assist with the recoveries.

We will share any recoveries with **You** in proportion to the amount of the loss sustained.

Legal Expenses Section

(Please refer to **Your Schedule** to see if this **Section** is in force)

Definitions

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **Insured Person** in accordance with the terms of this **Section**.

Aspect Enquiry

An examination by the HM Revenue and Customs which considers one or more specific aspects of **Your** self assessment tax return.

Costs and Expenses

• **Legal Costs**

All reasonable and necessary costs chargeable by the **Appointed Representative** on a standard basis. Also the costs incurred by opponents in civil cases if **You** are ordered to pay them, or pay them with **Our** agreement.

• **Accountants Costs**

A reasonable amount in respect of all costs reasonably incurred by the **Appointed Representative**.

• **Attendance Expenses**

The **Insured Person's** salary or wages for the time that the **Insured Person** is off work to attend any court or tribunal hearing at the request of the **Appointed Representative** or as a defendant or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or **Insured Person's** employer will not pay for.

The basis for settlement will be:

- The time the **Insured Person** is off work including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight (8) hours
- If the **Insured Person** works full time, the salary or wages for each whole day equals 1/250th of the **Insured Person's** yearly salary or wages
- If the **Insured Person** works part-time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

Date of Occurrence

- For civil cases (other than under Tax protection), the Date of Occurrence is when the cause of action accrued.
- For criminal cases, the Date of Occurrence is when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.
- For Full Enquiries or Aspect Enquiries the Date of Occurrence is when the HM Revenue and Customs first notifies in writing the intention to make enquiries.
- For in-depth investigations, the Date of Occurrence is when the HM Revenue and Customs first issues the form IR72 or the HM Revenue and Customs' Code of Practice 2. For Employers Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to **You**.

Full Enquiry

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

Insured Person

You and **Your** directors, partners, managers and Employees.

Territorial Limit

For insured incidents Legal defence (excluding 4 of Legal defence) and Bodily Injury.

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

For all other insured incidents

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

Employment disputes and compensation awards

Cover

What is covered

Employment disputes

We will represent *You* in:

- 1 defending *Your* legal rights prior to the issue of legal proceedings in a court or tribunal following the dismissal of an *Employee*; or
- 2 defending *Your* legal rights in legal proceedings in respect of any dispute with an *Employee* or ex-*Employee* or a trade union acting on behalf of an *Employee* or ex-*Employee* which arises out of, or relates to, a contract of employment with *You*; or
- 3 defending *Your* legal rights in legal proceedings in respect of any dispute with an *Employee*, prospective *Employee* or ex-*Employee* from an alleged breach of their statutory rights under employment legislation.

What is not covered

We will not pay for:

- any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this *Section*
- any dispute with an *Employee* who was subject to a written or oral warning (formal or informal) within 180 days immediately before the inception date of the indemnity provided by this *Section* of *Your Policy* if the *Date of Occurrence* was within the first 180 days of the indemnity provided by this *Section* of *Your Policy*
- any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this *Section* of *Your Policy*
- any claim in respect of damages for personal injury or loss of or *Damage* to property
- any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive.

Employment disputes and compensation awards (continued)

Cover

What is covered

Compensation awards

We will pay for:

- 1 any basic and compensatory award; and/or
- 2 an order for compensation following a breach of *Your* statutory duties under employment legislation

in respect of a claim *We* have accepted under *Employment disputes*

The following conditions apply:

- in cases relating to performance and/or conduct, *You* have throughout the employment dispute either:
 - i) followed the ACAS Code of Disciplinary Practice in Employment as prepared by the Advisory Conciliation and Arbitration Serviceor
 - ii) sought and followed advice from *Our* legal advice service
- for an order of compensation following *Your* breach of statutory duty under employment legislation *You* have at all times sought and followed advice from *Our* legal advice service since the date when *You* should have known about the employment dispute
- for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, *You* have sought and followed *Our* advice prior to serving notice of dismissal
- the compensation is awarded by a tribunal under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by *Us*.

The total of the compensation awards payable by *Us* shall not exceed £1,000,000 in any one *Period of Insurance*.

Service occupancy

- *We* will negotiate for *Your* legal rights against an *Employee* or ex-*Employee* to recover possession of *Premises* owned by, or for which *You* are responsible.

What is not covered

We will not pay for:

- any compensation award relating to the following:
 - i) trade union activities, trade union membership or non-membership
 - ii) pregnancy or maternity rights
 - iii) health and safety related dismissals brought under Section 44 Employment Rights Act 1996
 - iv) statutory rights in relation to trustees of occupational pension schemes
 - v) statutory rights in relation to Sunday shop and betting work
 - non-payment of Money due under the relevant contract of employment or statutory provision relating thereto
 - any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to Employees under the National Minimum Wage Act 1998
 - any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
-
- any claim relating to defending *Your* legal rights other than defending a counter-claim.

Legal defence

Cover

What is covered

We will pay for:

At *Your* request:

- 1 *We* will defend the *Insured Person's* legal rights:
 - prior to the issue of legal proceedings when dealing with the Police where it is alleged that the *Insured Person* has or may have committed a criminal offence; or
 - following an event which leads to the *Insured Person* being prosecuted in a court of criminal jurisdiction; or
 - if civil action is taken against the *Insured Person* for compensation under Section 13 of the Data Protection Act 1998. *We* will also pay any compensation award made against the *Insured Person* under Section 13 of the Data Protection Act 1998.
- 2 *We* will defend *Your* legal rights following civil action taken against *You* for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the *Period of Insurance*.
- 3 *We* will defend the *Insured Person's* (other than *Your* own) legal rights if:
 - an event arising from their work as an *Employee* leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, disability, age, religious belief, or political opinion; or
 - civil action is taken against them as a trustee of a pension fund set-up for the benefit of *Your Employees*.
- 4 *We* will represent the *Insured Person* in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting *Your Business*.
- 5 *We* will represent *You* in appealing against the refusal of the Data Protection Commissioner to register *Your* application for registration.
- 6 *We* will pay the *Attendance Expenses* of the *Insured Person* for jury service.

The following conditions apply:

- in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the *Territorial Limit* shall be any place where the Act applies
- at the time of the insured incident, *You* have registered with the Data Protection Commissioner in respect of civil action taken against *You* for compensation under Section 13 of the Data Protection Act 1998.

What is not covered

We will not pay for:

- any claim which leads to *You* being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Property protection and bodily injury

Cover

What is covered

We will pay for:

Property protection

We will negotiate for *Your* legal rights in any civil action relating to material property which is owned by *You*, or *Your* responsibility following:

- any event which causes physical **Damage** to such material property; or
- any nuisance or trespass.

Bodily Injury

At *Your* request, *We* will negotiate for the **Insured Person's** legal rights following an event which causes the death of, or bodily **Injury** to, an **Insured Person**.

What is not covered

We will not pay for:

any claim relating to:

- a contract entered into by *You*
- goods in transit or goods lent or hired out
- goods at premises other than those occupied by *You* unless the goods are at such premises for the purpose of installations or use in work to be carried out by *You*
- mining subsidence
- defending *Your* legal rights other than in defending a counter-claim
- a motor vehicle owned or used by, or hired or leased to *You*.

any claim relating to the following:

- any illness or bodily **injury** which develops gradually or is not caused by a specific or sudden accident
- defending an **Insured Person's** legal rights other than in defending a counter-claim
- a motor vehicle owned by, or hired, or leased to, an **Insured Person**.

Tax protection

Cover

What is covered

We will pay for:

- 1 HM Revenue and Customs Investigations, **Full Enquiries** or **Aspect Enquiries**
 - *We* will negotiate on **Your** behalf and represent **You** at any appeal proceedings in respect of:
 - i) an in-depth investigation carried out by the Inland Revenue into **Your Business** accounts; or
 - ii) a **Full Enquiry** and/or **Aspect Enquiry** carried out by HM Revenue and Customs.
- 2 Employers Compliance
 - *We* will negotiate on **Your** behalf and represent **You** at any appeal proceedings in respect of a dispute concerning **Your** compliance with Pay As You Earn or Social Security Regulations following a review by the HM Revenue and Customs or the Department of Social Security Contributions Agency.
- 3 VAT Disputes
 - *We* will negotiate on **Your** behalf and represent **You** in any appeal proceedings following an assessment issued by HM Revenue and Customs in respect of Value Added Tax due.

The following condition applies:

- **You** have taken reasonable care to ensure that all returns are completed and correct and that such returns are submitted within the statutory time limit allowed.

What is not covered

We will not pay for:

- the first £100 of **Costs and Expenses** in each and every claim for **Aspect Enquiries**
- **Your** failure to register for Value Added Tax
- any investigations or enquiries undertaken by HM Revenue and Customs Special Investigations Section or Special Compliance Office
- any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or criminal offences.
- more than £1,000 for **Aspect Enquiries**.

What we will pay under the Legal Expenses Section

We agree to provide the insurance in this *Section* as long as:

- the **Date of Occurrence** of the insured incident happens during the **Period of Insurance** and within the **Territorial Limit**; and
- any legal proceedings will be dealt with by a court or other body which *We* agree to, in the **Territorial Limit**; and
- in civil claims it is always more likely than not that *You* will recover damages (or obtain any other legal remedy which *We* have agreed to) or make a successful defence
- if an **Appointed Representative** is used *We* will pay the **Costs and Expenses** incurred for this.

For all insured incidents *We* will help in appealing or defending an appeal as long as *You* tell *Us* within the time limits allowed that *You* want *Us* to appeal. Before *We* pay any **Costs and Expenses** for appeals, *We* must agree that it is always more likely than not that the appeal will be successful.

The most *We* will pay for all claims resulting from one or more events arising at the same time or from the same cause is £50,000.

The total of the compensation awards payable by *Us* shall not exceed £1,000,000 in any one **Period of Insurance**.

What is not covered by the Legal Expenses Section

- Any claim reported to *Us* more than 180 days after the **Insured Person** should have known about the insured incident.
- Any **Costs and Expenses** incurred before the written acceptance of a claim by *Us*.
- Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards covered under Compensation Awards and Legal Defence.
- Any claim deliberately or intentionally solicited by an **Insured Person**.
- Any claim relating to franchise rights, or agency rights where *You* have the legal capacity to alter the legal relations of another.
- A dispute with *Us* not otherwise dealt with under Special Condition 7.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- Any claim relating to a shareholding or partnership share in **Your Business** unless such shareholding was acquired under a scheme open to all **Your Employees** or a substantial number of them of a certain minimum grade, other than **Your** directors or partners.
- An application for judicial review.
- Any legal action an **Insured Person** takes which *We* or the **Appointed Representative** have not agreed to where *You* do anything that hinders *Us* or the **Appointed Representative**.
- When either at the commencement of or during the course of a claim, *You* are bankrupt or have filed for a bankruptcy petition or winding-up petition, or have made an arrangement with **Your** creditors, or have entered into a deed or arrangement or are in liquidation or part or all of **Your** affairs or property are in the care or control of a receiver or administrator.

Special Conditions

- 1 **You** must:
 - a) Keep to the terms and conditions of this cover
 - b) Take reasonable steps to keep any amount **We** have to pay as low as possible
 - c) Try to prevent anything happening that may cause a claim
 - d) Send everything **We** ask for, in writing
 - e) Give **Us** full details of any claim as soon as possible and give **Us** any information **We** need
 - f) Tell **Us** immediately of any alteration which may materially affect the assessment of the risk.
- 2 a) **We** can take over and conduct in **Your** name, any claim or legal proceeding at any time. **We** can negotiate any claim on behalf of an **Insured Person**
 - b) If **We** agree to start legal proceedings and it becomes mandatory for an **Insured Person** to be represented by a lawyer, or if there is a conflict of interest, an **Insured Person** can choose an **Appointed Representative** by sending **Us** the suitably qualified person's name and address. **We** may choose not to accept the choice of representative, but only in exceptional circumstances. If there is a disagreement over the choice of **Appointed Representative**, another suitably qualified person can be appointed to decide the matter
 - c) Before an **Insured Person** chooses a lawyer or an accountant, **We** can appoint an **Appointed Representative**
 - d) An **Appointed Representative** will be appointed by **Us** and represent an **Insured Person** according to **Our** standard terms of appointment. The **Appointed Representative** must co-operate fully with **Us** at all times
 - e) **We** will have direct contact with the **Appointed Representative**
 - f) An **Insured Person** must co-operate fully with **Us** and the **Appointed Representative** and must keep **Us** up-to-date with the progress of the claim
 - g) An **Insured Person** must give the **Appointed Representative** any instructions that **We** require.
- 3 a) An **Insured Person** must tell **Us** if anyone offers to settle a claim
 - b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**
 - c) **We** may decide to pay an **Insured Person** the amount of damages that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4 a) If **We** ask, an **Insured Person** must tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited
 - b) An **Insured Person** must take every step to recover **Costs and Expenses** that **We** have to pay and must pay **Us** any **Costs and Expenses** that are recovered.
- 5 If an **Appointed Representative** refuses to continue acting for an **Insured Person** or if an **Insured Person** dismisses an **Appointed Representative**, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.
- 6 If an **Insured Person** settles or withdraws their claim without **Our** agreement, or does not give suitable instructions to an **Appointed Representative**, the cover **We** provide will end at once and **We** will be entitled to re-claim any **Costs and Expenses** paid by **Us**.
- 7 If **We** and an **Insured Person** disagree about the choice of **Appointed Representative**, or about the handling of a claim, **We** and the **Insured Person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **We** cannot agree with the **Insured Person** about the choice of the second suitably qualified person, **We** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 **We** may at **Our** discretion require **You** to obtain an opinion from counsel at **Your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by **Us**.
- 9 This cover will be governed by English Law.
- 10 All acts of Parliament mentioned in this **Section** include equivalent legislation in Scotland, Northern Ireland, Isle of Man and Channel Islands as the case may be.
- 11 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this **Section of Your Policy** did not exist.

Helpline Services

To help *Us* check and improve *Our* service standards, all calls are recorded.

UK Commercial Legal Advice

For confidential legal advice over the phone on any commercial legal problem affecting *Your Business*, under the laws of the United Kingdom phone **08705 234500**. Please state that *You* are a HSBC Retailer policyholder and quote reference HSBCC.

This service is provided 24 hours a day, 7 days a week during the *Period of Insurance*.

UK Tax Advice

For confidential advice over the phone on any tax matters affecting *Your Business*, under the laws of the United Kingdom phone **08705 234500**. Please state that *You* are a HSBC Retailer policyholder and quote reference HSBCC.

This service is provided Monday to Friday 9.00am to 5.00pm (excluding public holidays) during the *Period of Insurance*.

Counselling

The Counselling helpline provides all *Employees* (including any member of their immediate family who permanently live with an *Employee*) with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone *Us* on **08705 234999**. Please state that *You* are a HSBC Retailer policyholder and quote reference HSBCC.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control.

Please do not phone to report a general insurance claim.

If you need to make a claim

Phone *Us* on **0870 2434340**. Please state that *You* are a HSBC Retailer policyholder.

We will send *You* a claim form, complete the form and send it to the Claims Department at:

Allianz Legal Protection Claims,
Redwood House, Brotherswood Court,
Great Park Road, Bradley Stoke,
Bristol, BS32 4QW

We will contact *You* once *We* have received *Your* claim form.

When we cannot help

Please do not ask for help from a solicitor or accountant in connection with *Your* claim prior to obtaining *Our* agreement for such services. If *You* do *We* will not pay the costs involved.

Additional Benefits

Glass Replacement

Broken glass is dangerous for both you and your customers and in some circumstances can be a major security risk. Allianz have negotiated a special arrangement for you, with one of Britain's leading glass replacement specialists, Solaglas Windowcare.

Solaglas Windowcare will bill us direct – you pay nothing except the Policy Excess and the VAT.

The service is available 24 hours a day, all year round, and can be telephoned FREE on 0800 474747. Please quote your name, policy number and reference HSBC123-AC.

Claims Handling

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should refer to the detailed requirements for claim notification contained in the General Conditions of your policy and the Special Conditions applying to individual sections. The Special Conditions must be complied with otherwise a claim may not be met.
- You should telephone the HSBC Claims Helpline on 0844 871 0941, operated by Allianz Insurance plc and available 24 hours a day
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage

Any correspondence in connection with a claim should be addressed to:

Claims Centre Milton Keynes

Allianz Insurance plc
P.O. Box 5525
Milton Keynes
MK9 2XR

Please provide as much information as possible about the claim, and your policy reference if available

In addition if you need emergency assistance you can call the above number, but please do not use this number if you require UK Commercial Legal Advice, Tax Advice or Counselling, or to notify a Legal Expenses claim.

The number to call for Legal Expenses advice and claims can be found in the Legal Expenses section of your policy.

- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult HSBC Insurance Brokers Limited
- You should comply with the requirements for claim notification contained in the policy Conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult HSBC Insurance Brokers Limited

- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
 - forward a claim form for you to complete and sign
 - appoint an independent Loss Adjuster to deal with your claim
 - arrange for one of our Claims staff to visit you
 - reply to you by letter or by telephone.

Caring for Customers

If you have any complaints regarding your insurance policy, please see the Allianz Insurance plc section below. If you have any complaints regarding the sale of your policy or any other aspect of the service provided by HSBC Insurance Brokers Limited please see the HSBC Insurance Brokers Limited Section below.

Allianz Insurance plc

Our aim is to get it right first time, every time. If we make a mistake we will try to put it right promptly. We will always confirm receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we are unable to do so we will let you know when the answer may be expected. If we have not resolved the problem within eight weeks, we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint, then it should be directed to the Customer Satisfaction Manager at the following location:

Allianz Insurance plc
57 Ladymead, Guildford,
Surrey, GU1 1DB
Telephone: 01483 552438
Email:accsm@allianz.co.uk

If your complaint is about a claim that we are already handling then please direct your complaint to the office involved if different to the above address.

Whoever you are contacting, please always quote the policy number as it will help your complaint to be dealt with promptly.

Allianz Insurance plc is a member of the Financial Ombudsman Service.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

HSBC Insurance Brokers Limited

HSBC Insurance Brokers Limited is authorised and regulated by the Financial Services Authority. Our Firm reference number is 310240. We are also a member of the Society of Lloyds

It is our intention to provide you with a high level of customer service at all times. However, if for any reason you are dissatisfied with the arrangement or servicing of your insurance, please contact:

Customer Services Manager
HSBC Insurance Brokers Limited
County Gates House
300 Poole Road
Dorset
BH12 1AZ
Tel: 0845 604 2417
Fax: 0845 585 5290

We aim to resolve all complaints in a fair and speedy manner, usually by close of business on the business day following receipt of the complaint, and in accordance with the guidelines set down by the Financial Services Authority on Complaints handling.

If we cannot resolve the complaint by close of business the next day after the complaint has been received, we will:

- i) acknowledge your complaint in writing within 5 working days either with a full response or information about the progress of your matter and a contact name for future reference;
- ii) within 4 weeks of receipt of your complaint, provide you with a final response or if appropriate, a holding response if the matter has still not been resolved; and
- iii) within 8 weeks from the receipt of your complaint, send you a final response or offer you redress if appropriate.

If following our final response you are dissatisfied with the outcome of your complaint and you are an Eligible Complainant, you may refer it to the Financial Ombudsman Service within 6 months of receiving the final response.

Generally, an Eligible Complainant is one who is:

- a) a private individual;
- b) a business which has a group annual turnover of less than £1million at the time the complaint is made;
- c) a charity which has an annual income of less than £1 million at the time the complaint is made;
- d) a trustee of a trust which has a net asset value of less than £1million at the time the complaint is made.

Caring for Customers (continued)

The Financial Ombudsman Service

The Financial Ombudsman service was set up by law to provide consumers with a free independent service for resolving disputes with financial services firms. From 6 April 2007, it can also review complaints relating to consumer credit services.

Copies of the Financial Ombudsman Service's explanatory leaflet can be obtained free of charge at any of our offices. Details for the Financial Ombudsman Service can also be found by visiting their website www.financial-ombudsman.org.uk or by writing to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone 0845 080 1800.

Financial Services Compensation Scheme

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

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

Email: enquiries@fscs.org.uk

www.fscs.org.uk

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of

Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by us and that this fact is made known to the Insured Persons.

Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the following address for further information: Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

HSBC Insurance Brokers Limited
County Gates House
300 Poole Road
Dorset
BH12 1AZ
Tel: 0845 604 2417
Fax: 0845 585 5290

Allianz Insurance plc. Registered in England number 84638
Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.
Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Our registration number is 121849.
This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234