My homeworker (products) insurance policy

getmy.com business insurance

Contents

This Policy Wording consists of individual Sections.

The Policy Wording should be read together with the current Policy Schedule for precise details of the insurance protection You have purchased.

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Contract of insurance – operation of the policy

This document contains the details of the getMY homeworker (products) insurance policy. You should read it together with your Policy Schedule and Policy Summary, which contain information about the Policy as it applies to You and Your business.

Please read all this information carefully to make sure that the cover meets Your needs.

Keep this information in a safe place - it contains important information about Your Policy should You want to make a claim or make changes to Your insurance cover.

The insurance is underwritten by Royal & Sun Alliance Insurance plc in respect of all covers except Legal Expenses and Great Lakes Reinsurance (UK) PLC in respect of Legal Expenses.

getMY and getMY.com are registered trademarks of FirstAssist Insurance Services Limited. This policy is administered by FirstAssist Insurance Services Limited.

FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority. Our FSA Register number is 310671.

You can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by phoning the FSA on 0845 606 1234.

Your Policy comprises a legally binding contract of insurance between You and Royal & Sun Alliance Insurance plc (and Great Lakes Reinsurance (UK) PLC for Legal Expenses) and provides security against liability, loss or damage. The Policy is valid for the Period of Insurance shown on Your Policy Schedule provided Royal & Sun Alliance Insurance plc (and Great Lakes Reinsurance (UK) PLC for Legal Expenses) have accepted Your application and You have paid the premium. Your cover is based on information that You have provided and if this information was inaccurate or incomplete Your Policy may not be valid.

IMPORTANT

This Policy is a legal contract. You must advise Us about any facts or changes which affect Your insurance and which have occurred either since the Policy started or since the last Period of Insurance.

If You are not sure whether certain facts are relevant please ask the team at getMY.com as if You do not tell Us about relevant changes, Your Policy may be invalidated or may not provide You with full cover.

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

You should ensure You observe the Special Conditions where shown as any future claim may be voided by failure to do so.

Policy definitions

Each time one of the words or phrases listed below is used, it will have the same meaning wherever it appears, unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy, except for headings and titles. A particular word or phrase which is not defined will have its ordinary meaning.

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following Policy Definitions.

Business
Activities directly connected with the Business described and specified in the Policy.

Employee
Any person who is

(1) under a contract of service or apprenticeship with You
(2) hired to or borrowed by You
(3) a labour master or supplied by a labour master
(4) employed by 'labour only' sub-contractors
(5) self employed working on a labour only basis under Your control or supervision
(6) engaged in connection with a work experience or training scheme
(7) a voluntary helper and working under Your control or supervision

while working for You in connection with Your Business.

Endorsement
A wording that changes the terms of the Policy in some way.

Excess
The amount (or amounts) shown in the Policy which will be deducted from each and every claim.

Money
(1) Money means cash, bank notes, cheques, gift tokens, girocheques, bankers' drafts, money and postal orders, bills of exchange, national insurance stamps, national savings stamps and certificates, holidays with pay stamps, postage stamps, lottery tickets, negotiable credit company sales vouchers, VAT purchase vouchers and luncheon vouchers.

(2) Non-Negotiable Money means crossed cheques, crossed girocheques, crossed bankers' drafts, crossed money orders, crossed postal orders, unused national insurance stamps, national savings certificates, non-negotiable credit company sales vouchers and VAT purchases.

(3) Money in Safe means Money (excluding Non-Negotiable Money) contained in a locked safe or strongroom in Your premises when closed for Business.

(4) Business Credit Cards means credit cards, debit cards or cash cards used by You for the purpose of the Business.

Period of Insurance
From the effective date until the expiry date shown in the Policy.

Property Insured
Property Insured as detailed in the Policy.

Policy
This Policy Wording, the Policy Schedule (providing details of the sums insured and Excess), Employers' Liability Certificate and any Endorsements attached or issued. The Policy is evidence of the legal contract.

Premises
The part of the premises at the address (or addresses) specified in the Policy which You occupy for the purpose of the Business.

Unless otherwise stated the Buildings at the Premises are

(1) built of brick stone or concrete
(2) roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings)

(3) occupied in connection with the Business

Asbestos
Asbestos shall mean crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of those minerals.

Asbestos Dust
Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials
Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust.

Special Conditions
Conditions applying to all Sections of cover except where otherwise stated. You should note the obligations imposed on You by these conditions.

Company/We/Us/Our
Royal & Sun Alliance Insurance plc in respect of all covers except Legal Expenses and Great Lakes Reinsurance (UK) PLC in respect of Legal Expenses.

Insured/You/Your
The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Policy as the Insured.

Property Damage All Risks

Definitions
(also refer to the Policy Definitions at the front of the Policy)

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

Damage
Accidental loss, destruction or damage.

Property Insured
Item 1) Buildings situated at the Premises (where You have opted to purchase this cover) used solely for the purpose of the Business. Buildings do not include private dwelling rooms, domestic outbuildings, (unless used solely for the purpose of the Business), swimming pools, paved terraces, walls, gates, fences, patios, paths and drives or any private garages.

Item 2) Contents situated at the Premises. Contents includes trade contents for which You are responsible, computer and electronic equipment, office equipment and furniture excluding property more specifically insured by Items 3 and 4 and excluding Damage to any Property Insured more specifically insured by Your household policy.

Included within this definition are the following whilst at the Premises in the course of the Business

(a) Employees' pedal cycles and other personal belongings, visitors' personal belongings but only if they are not otherwise insured.
The maximum We will pay is £500 any one person's property.
(b) the cost of research, stationery, clerical labour and computer time in the reproduction of plans, deeds, briefs, manuscripts, books, documents and office records.
The maximum We will pay is £1,000 any one item or document.
(c) The cost of research, clerical labour and computer time in the reproduction of computer disks, tapes, transparencies and artwork.
The maximum We will pay is £1,000 any one item or document.

We will not pay for within Contents

(i) any property more specifically insured
(ii) Money, merchandise, gold and silver articles, plate jewellery or precious stones, securities or bonds, furs or curios, rare books or works of art, goods held in trust or on commission
(iii) the value of information contained in any plans, deeds, briefs, manuscripts, books, documents, office records, computer disks, tapes, transparencies or artwork or expenses in connection with producing information to be recorded
(iv) any costs under Item 2(b) and 2(c) above that are incurred after 36 months from the date of the loss

Item 3) Stock situated at the Premises for which You are responsible as a Business or own as a Business including trade samples and goods in trust.

Item 4) All other Contents. All other Contents includes any Property Insured not included in Items 1, 2 and 3 above at the Premises for the purpose of the Business

The sums insured for Buildings, Contents, Stock and All other Contents are as stated in the Policy.

Property Damage Excess
The amount (or amounts) shown in the Policy which will be deducted from each and every claim at each separate Premises.

Average
If at the time of any Damage giving rise to a claim, the value of any Property Insured under this item exceeds the sum insured shown in the Policy, You will be responsible for the difference and bear a proportionate share of the loss accordingly.

Cover – Defined Perils
We will indemnify You in respect of Damage to the Property Insured at the Premises, subject to the Property Damage Excess in the Policy as ascertained after the application of Average, caused by the following Defined Perils

(1) Fire (including subterranean fire), explosion, lightning or earthquake

(2) Storm or flood excluding
  (a) Damage caused by frost, subsidence, ground heave or landslip
  (b) Damage attributable solely to a change in the water table level
  (c) Damage to gates and fences and moveable property in the open.

(3) Escape of water from any tank, apparatus or pipe (including Damage to any fixed tank, apparatus or pipe caused by freezing or forcible and violent bursting for which You are responsible) excluding Damage to Property Insured at any Premises which are empty or not in use

(4) Riot, civil commotion, labour and political disturbances and strikes.

(5) Malicious Damage excluding
  (a) Damage by a person lawfully at the Premises
  (b) Damage in respect of the Property Insured at any Premises which are empty or not in use

(6) Impact by aircraft or other aerial devices or articles dropped from them, or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish

(7) Theft or any attempted theft (including Damage to the Premises for which You are responsible) involving entry to or exit from the Premises by forcible and violent means, unless as a result of or in connection with actual or threatened assault or violence or use of force at the Premises against You or any Employee or any other person lawfully on the Premises, excluding
  (a) from any Building or part of any Building not capable of being locked
  (b) from the open forming part of the Premises
  (c) from any part of the Building not occupied by You
  (d) Damage in respect of the Property Insured at any Premises which are empty or not in use
  (e) Damage to any Property Insured more specifically insured by Your household policy

  For the purpose of this Defined Peril only any Damage to Contents or Stock within your main residence is included in this Policy provided that conditions 7 (a) – 7 (c) have been complied with and the Premises has not been empty or not in use for more than 21 consecutive days.

(8) Leakage of oil from any fixed heating installation

(9) Any other Damage at the Premises excluding
  (a) Damage caused by or consisting of
    (i) an existing or hidden defect in the property
    (ii) gradual deterioration or wear and tear
    (iii) frost or a change in the water table level
    (iv) faulty design of the Property Insured or faulty materials used in its construction
    (v) faulty workmanship, operating error or omission by You
    (vi) the bursting of a boiler or other equipment where the internal pressure is due to steam only and belongs to You or is under Your control
    However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
  (b) Damage caused by or consisting of
    (i) corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects
    (ii) a change in temperature, colour, flavour, texture or finish
    (iii) nipple or joint leakage or failure of welds or the cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
    (iv) mechanical or electrical breakdown of the Property Insured.
    However, We will indemnify You in respect of Damage not otherwise excluded which itself results from a Defined Peril or any other accidental cause and any subsequent Damage which itself results from a cause not otherwise excluded
  (c) Damage caused by pollution or contamination
    However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured, caused by
    (i) pollution or contamination which itself results from a Defined Peril
    (ii) a Defined Peril which itself results from pollution or contamination
  (d) Damage caused by or consisting of
    (i) subsidence, ground heave, landslip or the settlement or movement of made up ground unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe

(ii) normal settlement or bedding down of new structures unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
(iii) a Building or structure's own collapse or cracking

(e) Damage caused by or consisting of
(i) acts of fraud or dishonesty by You or any director or any of Your Employees or any other person lawfully at the Premises
(ii) disappearance, unexplained inventory shortage, misfiling, misplacing of information or shortages due to clerical error or omission

(f) Damage to the Property Insured resulting from its undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair. However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

(g) Damage to
(i) property or structures in the course of construction or erection including materials or supplies for use in the construction
(ii) livestock or growing crops or trees unless specifically stated as insured in the Policy.

(h) Damage specifically excluded in Defined Perils 1 – 8 above or elsewhere in the Policy.

(i) Damage by confiscation or detention by Customs or other officials or authorities

(j) Damage to any Property Insured more specifically insured by Your household policy

Additional Coverage

(1) Deterioration of Stock

We will indemnify You for Damage due to deterioration or putrefaction to frozen or chilled Stock in any freezer, deep freezer, cold store, cold room or chilled cabinet due to change in temperature beyond Your control

We will not indemnify You in respect of

(a) Damage following the deliberate act of any public electricity authority in terminating disconnecting restricting or withholding the supply of electricity
(b) Damage caused by neglect or misuse
(c) any freezer, cold room or chilled cabinet over 10 years old unless We agree to do so by Endorsement
(d) Damage to any Property Insured more specifically insured by Your household policy
(e) the Deterioration of Stock Excess as shown in the Policy

The maximum We will pay is £2,000 any one loss.

(2) Glass

We will indemnify You in respect of

(a) breakage (including the cost of temporary boarding up) of glass, meaning fixed glass in windows doors and fanlights, glass showcases shelves tops and mirrors, at the Premises
(b) (i) Damage to contents of display windows, window and door frames
(ii) Damage to lettering or other ornamental work and alarm foil on glass
(iii) the cost of removing and reinstating obstructions to replacing glass
(c) Damage to signs, other than neon signs, at the Premises
(d) breakage of fixed sanitaryware at the Premises

Provided that the Damage is to Property Insured used solely in connection with the Business.

The maximum that We will pay in respect of items (b)(i) and (b)(iii) is £2,000 per item during the Period of Insurance and in respect of items (b)(ii) and (c) is £1,000 per item during the Period of Insurance.

We will not indemnify You in respect of

(a) breakage of glass in light fittings, vehicles or vending machines
(b) breakage to stock in trade or goods in trust
(c) Damage caused by workmen carrying out alterations or repairs to the Premises
(d) glass itself in transit to the Premises or whilst being installed
(e) Damage to glass more specifically insured by Your household policy
(f) the Glass Excess shown in the Policy

(3) Goods in Transit

The cover applies from the time the goods are loaded onto any conveyance by You and/or Your Employees until the time they are placed in position by You and/or Your Employees at their final destination (excluding their installation) including loading and unloading.

We will indemnify You in respect of Damage to Property Insured (other than Money) or goods held in trust or for which You are responsible whilst in transit by vehicles owned, leased or hired to You including whilst temporarily housed in the course of transit whether on or off such conveyances within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The maximum We will pay in respect of any loss or series of losses arising from one event and in total during the Period of Insurance is as shown in the Policy.

We will not indemnify You in respect of

(a) the deterioration of goods conveyed in frozen or chilled condition due to faulty packing or incorrect setting or operation of the temperature controlling equipment unless due to fire, theft or attempted theft or accident to the conveying vehicle.
(b) loss or damage due to natural deterioration
(c) any consequential loss or Damage due to delay
(d) loss of or Damage to Money, jewellery, precious stones or loss or death of or injury to living creatures
(e) Damage caused by acts of fraud or dishonesty by You or any director or any of Your Employees or any person lawfully with access to the goods in transit
(f) Damage for any conveyance that does not comply with the relevant Vehicle Security Requirements in the Policy
(g) the Goods in Transit Excess as shown in the Policy

(4) Money and Assault

Definitions

The following definitions apply to this Additional Coverage and shall keep the same meaning wherever they appear in the Additional Coverage. Policy Definitions from the beginning of the Policy continue to apply.

Benefit
Compensation payment due following Injury to the Individual Insured.

The Benefits are defined as

(i) Death
(ii) Loss of one or more Limbs or Eyes
(iii) Permanent Total Disablement, other than by Loss of Limb or Eyes, from gainful employment of any and every kind
(iv) Temporary Total Disablement from the usual occupation
(v) Temporary Partial Disablement from the usual occupation

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

Injury
Injury by violent and visible means caused by theft or attempted theft which, directly and independently of any other cause, results in death or disablement whilst the Individual Insured is working for the Business and within two years is the sole cause of death or disablement for which the Benefit is claimed.

Injury does not include sickness or disease or any naturally occurring condition or degenerative process as a result of a gradually operating cause.

Individual(s) Insured
You, the directors, principals or Employees aged between 16 and 70.

Loss of Limb
Loss of limb shall mean

(1) in the case of leg loss physical severance at or above the ankle or permanent total loss of use of a complete foot or leg

(2) in the case of arm loss physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand

Loss of Eyesight
Loss of Eyesight shall mean

(1) in both eyes if the name of an Individual Insured is added to the register of Blind persons on the authority of a qualified ophthalmic specialist
(2) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

Cover - Money
We will indemnify You in respect of

(1) loss of Money, which belongs to You or You are responsible for in connection with the Business up to the Limit Any One Loss set against each item below unless otherwise stated in the Policy
(2) loss or damage to any case, bag, or specialised clothing used for carrying Money following theft or attempted theft
(3) loss or damage to clothing and personal effects belonging to You, principals or any Employee up to a limit of £500 per person following theft or attempted theft away from the Premises.

Item	Limit Any One Loss
Non Negotiable Money	£250,000
Money in transit, in a bank night safe or at the Premises during Business Hours	£2,500
Money contained in a locked safe outside Business Hours	£1,000
Money at Your home or any Employee's home	£500
Business Credit Cards	£250

Exceptions
We will not indemnify You in respect of

(1) shortages due to clerical or accounting errors
(2) loss due to the dishonesty of You, the principals or any Employee or any person lawfully on the Premises
  (a) not discovered within 7 working days of the loss
  (b) where a more specific insurance is in force, except for any amount in excess of that insurance
(3) loss of Money from unattended vehicles
(4) loss or damage occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
(5) loss of Money more specifically insured by Your household policy or which is for social, domestic or pleasure purposes
(6) the Money Excess as shown in the Policy

Cover - Assault
We will pay You compensation for Injury to an Individual Insured which happens in the course of the Business as follows

Benefit		Compensation
(i)	Death	£10,000
(ii)	Loss of one or more Limbs or Eyes	£10,000
(iii)	Permanent Total Disablement	£10,000
(iv)	Temporary Total Disablement	£100 per week for a maximum of 104 weeks
(v)	Temporary Partial Disablement	£50 per week for a maximum of 104 weeks

Special Condition - Assault
(1) Benefit will not be paid for any one Individual Insured under more than one of the Benefits (i) – (iv) in connection with the same Injury
(2) Once payment has been made to an Individual Insured under any of Benefits (i) – (iv) this Additional Coverage will cease to apply to that Individual Insured
(3) Permanent Total Disablement will have lasted for 104 weeks and have been proved to Our satisfaction to be permanent and without expectation of recovery before Benefit (iii) becomes payable
(4) The maximum We will pay under Benefits (iv) and (v), notwithstanding the compensation shown above, is the Individual Insured's pre-injury weekly earnings from the Business
(5) No compensation will carry interest

(6) No Benefit will be payable due solely to an inability to take part in sports or pastimes
(7) We may require an Individual Insured to undergo medical examination or a post mortem to be carried out at Our expense prior to making payment.

Special Conditions – Money and Assault

The following Special Conditions apply to this Additional Coverage.

(1) Records and Key Security

It is a Special Condition to Our liability that

(a) You shall keep a complete record of Money at the Premises and at the homes of Employees in a secure place other than in a safe or strongroom containing Money
(b) outside Business Hours the safe or strongroom will be kept locked and the keys removed from the Premises unless the Premises are occupied by You or any authorised Employee, when the keys will be kept in a secure place away from any safe or strongroom.

(2) Money in Transit

It is a Special Condition to Our liability for Money in Transit that it be accompanied by at least 2 persons if more than £2,500 up to a maximum of £5,000 is carried at any one time.

Notwithstanding this Special Condition, Our liability will not exceed the limits stated in the Policy.

(3) Business Credit Cards

It is a Special Condition to Our liability that

(a) any loss of any Business Credit Cards is reported to the issuing company immediately
(b) You have observed the conditions of issue of the Business Credit Cards

(5) Specified Items (where You have opted to purchase this cover)

Under this Additional Coverage We will indemnify You against Damage to Property Insured occurring anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and for up to 30 days whilst elsewhere in Europe.

We will not indemnify You for

(a) Damage to any Property Insured more specifically insured by Your household policy
(b) loss of or Damage to Money, jewellery, precious stones, documents, securities, motor vehicles, caravans, boats, cycles, household goods or sports equipment
(c) theft or attempted theft unless involving forcible or violent entry or exit from a building
(d) the Specified Item Excess as shown in the Policy

The maximum We will pay in respect of any one loss is the sum insured in the Policy for Specified Items.

(6) Theft by Employee

Definitions

The following definitions apply to this Additional Coverage and shall keep the same meaning wherever they appear in the Additional Coverage. Policy Definitions from the beginning of the Policy continue to apply unless they have been amended by Definitions specific to this Additional Coverage.

Acting in Collusion

All circumstances where two or more Employees are concerned or implicated together or materially assist each other in committing the acts of Theft.

Claim

All acts of Theft during the Period of Insurance committed by one individual Employee or by two or more Employees Acting in Collusion.

Employee

(1) Any person under a contract of service or apprenticeship with You
(2) Any person undergoing training under any Government approved training scheme under Your control
(3) Any of Your directors provided they are also under a contract of service with You and control no more than 5% of the issued share capital of the Business or any of its subsidiary companies

(4) Any person retired from full-time employment with You who is working for You as a consultant under Your control

Minimum Standards of Control

(1) Where Your accounts including all subsidiary companies are examined by external auditors or professional accountants any recommendations or alternatives acceptable to these parties must be implemented.
(2) Employees receiving cash and cheques in the course of their duties are required to remit all monies received to the relevant department and/or bank in full on the day of receipt or next banking day.
(3) All cheques or other bank instruments drawn for more than £25,000 require two manually applied signatures added after the amount has been inserted. No cheque or instrument can be signed until one signatory has examined the supporting documentation.
(4) Bank statements, receipts, counterfoils and supporting documentation are to be checked at least monthly against cash book entries and the balance tested against cash and unpresented cheques independently of the Employees responsible for such duties.
(5) Cash in hand and petty cash are to be checked at least monthly and additionally without warning every six months independently of the Employees responsible for such duties.
(6) If any Employees are paid other than by crossed cheque or credit transfer the payroll is to be independently checked prior to payment being made. The payroll details are to be checked at least quarterly to ensure no fictitious names have been added independently of the persons responsible for such duties.
(7) There will be a physical check of all stock and materials held against verified stock records at least annually independently of the Employees responsible for such duties.
(8) Statements of account for all amounts customers owe are to be issued directly to the customers independently of the Employees receiving or collecting monies
(9) All Employees who are responsible for money, goods, accounts, computer operations or computer programming are required to take an uninterrupted holiday of at least 2 weeks each calendar year during which they perform no duties.
(10) Security checks are to be built into all computer functions

Theft

Any act of fraud or dishonesty by any Employee committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Employee to receive such gain, other than salaries fees commission or other employee benefits earned in the normal course of employment.

Cover

We will indemnity You in respect of

(1) direct loss of money or goods belonging to You or for which You are legally responsible caused by any act of Theft committed during the Period of Insurance in the course of the Business by any Employee discovered not later than 12 months after the termination of
    (a) this Policy
    (b) the insurance in respect of any Employee specified by name or position
    whichever occurs first
(2) auditor's fees incurred with Our consent solely to substantiate the amount of the Claim
(3) the reasonable cost of re-writing or amending software programs or systems where necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a Claim for which liability is admitted under this Policy

The maximum We will pay in respect of any loss or series of losses, whether caused by one Employee or two or more Employees Acting in Collusion, arising from one event and in total during the Period of Insurance is as shown in the Policy.

Exceptions

We will not indemnify You in respect of

(1) loss of interest or consequential loss of any kind
(2) the amount of Excess as stated in the Policy
(3) loss caused by any act of any Employee committed prior to the Inception Date of the Policy
(4) any monies which would have been payable by You to an Employee but for the Employee's dishonesty
(5) any loss where the Minimum Standards of Control have not been complied with or have been altered unless agreed by Us

Special Conditions

The following Special Conditions apply to this Additional Coverage

(1) References Condition
It is a condition of Our liability that You obtain satisfactory references from former employers for at least three years prior to this current appointment for Employees who will be responsible for money, goods, accounts, computer operations or computer programming.
It is not necessary to obtain references for Employees satisfactorily employed for at least one year in Your Business prior to commencing duties with the responsibilities above.
You must retain a record of any verbal references and a copy of written references so they are available to Us if requested.

(2) Immediately following Your discovery of any act of Theft by an Employee all indemnity for further acts of Theft by that Employee ceases

(3) Following the ending of an Employee's contract of employment You must take all reasonable security precautions to prevent Theft by that Employee.

(4) Any of the Employee's money under Your control at the discovery of the Theft by the Employee must be deducted from the amount of the loss before a Claim is made under this Policy.

(5) Any further money recovered less any costs incurred in recovery will be paid firstly to You if your loss has exceeded the limit of indemnity so Your loss is reduced (but not the Excess), then paid to Us to the extent of the Claim paid or payable and finally to You in respect of the Excess.

Clauses

The following clauses apply to Property Insured Items 1, 2, 3 and 4 unless stated otherwise

(1) Automatic Reinstatement of Sum Insured

The sums insured stated in the Policy will not be reduced by the amount of any claim provided that You shall

(a) pay the appropriate extra premium on the amount of the loss, unless agreed to the contrary by Us

(b) if the loss results from theft or attempted theft comply with any additional protective measures which We may require for the further security of the Property Insured

(2) Basis of Claim Settlement

(a) If Property Insured (other than Stock or All other Contents) is destroyed We will pay for its rebuilding if a Building or in the case of other property its replacement by similar property in a condition equal to, but not better than or more extensive than, its condition when new. If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition equal to, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

(b) The property may be replaced on another site and in a manner suitable to Your requirements but this must not increase Our liability.

(c) All work must begin and be carried out as quickly as possible.

(d) If at the time of rebuilding or replacement, the sum insured at the time the Damage occurred is less than 85% of the cost which would have been required to replace the whole of the Property Insured under that item, Average will apply to the loss.

(e) We will not pay under this clause
  (i) until the costs of replacing or repairing the property have been incurred
  (ii) unless any other insurance covering Your interest in the property at the time of the Damage is upon the same basis as this policy
  (iii) if You do not comply with any of the terms of this clause.

(f) In respect of Deterioration of Stock, We will pay up to the limit in the Policy for Damage to stock deemed to be no longer of saleable quality.

(3) Capital Additions

The sum insured in respect of Property Insured (other than Stock) as shown in the Policy extends to include any newly acquired property or alterations, additions and improvements to Buildings and Contents but not in respect of any appreciation in value during the current Period of Insurance anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands provided that

(a) at any one location the maximum increase in value is £10,000 or 10% of the Contents sum insured whichever is the greater

(b) You will provide Us with the details of the new values and/or new location as soon as possible and in any event within 90 days or by the next renewal date, whichever is the earlier, and effect insurance thereon retrospective to the date of commencement of Our liability

(4) Changing Locks

We will indemnify You for the cost of replacing locks (including keys) at the Premises of

(a) external doors or windows
(b) an intruder alarm and/or safe

We will not indemnify You for

(a) Damage to any Property Insured more specifically insured by Your household policy
(b) keys which have not been removed from the Premises or kept in a safe place whenever the Premises are empty or not in use

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

(5) Debris Removal

The sum insured for Property Insured as shown in the Policy extends to include costs and expenses necessarily incurred by You, with Our consent, for the removal of debris, dismantling or demolishing and propping or shoring up of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

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

(6) Exhibitions

We will pay a maximum of £2,000 following Damage to Contents, Stock or trade materials whilst at any exhibition within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

(7) Extinguishment Expenses

We will pay the costs of refilling any fire extinguishing appliances or the cylinders of any gas flooding systems and replacing used sprinkler heads reasonably incurred by You solely following Damage or arising from their accidental discharge.

The maximum We will pay is £250 any one loss.

(8) Index Linking

We will adjust the sums insured as declared by You in line with the indices shown in the Index Linking Policy Condition. The renewal premium for this Section will be based on the adjusted sums insured.

(9) Limit of Liability

The maximum We will pay under this Section will not exceed the sums insured in the Policy.

(10) Professional Fees

The sum insured for each Building Item includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not indemnify You in respect of fees incurred in preparing a claim or more specifically insured in this Policy or elsewhere.

(11) Seasonal Increase

The sums insured for Stock are increased by 25% during each Period of Insurance either

(a) during November, December and until 20th January, or
(b) during any other period during the year where the seasonal trend of Your Business requires such an increase in the sum insured, provided that such trend can be supported by previous trading records and that the period of the increase does not exceed 90 days in any Period of Insurance.

(12) Temporary Removal

We will indemnify You in respect of Damage as insured under this Section to the Property Insured, while temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and whilst in transit thereto and therefrom within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

In respect of this extension only, Property Insured is extended to include documents, manuscripts, business books and plans and design.

The maximum We will pay is £5,000 or 10% of the Contents sum insured, whichever is the greater, any one item.

We will not indemnify You in respect of Damage caused by theft or attempted theft from any unattended vehicle where

(a) all doors and windows have not been locked
(b) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight

(13)Theft Damage to Buildings

We will indemnify You in respect of Damage to Buildings at the Premises for which You are responsible for the purpose of the Business caused by theft or attempted theft involving entry into or exit from the Premises by forcible and violent means. The maximum We will pay is the sum insured in respect of Buildings.

(14)Underground Services

Where cover is included in respect of Buildings, used solely for the Business, We will indemnify You in respect of accidental damage to underground pipes or cables which extend from the Buildings to the public mains.

We will not indemnify You in respect of

(a) the cost of maintenance
(b) Damage caused by gradual deterioration or wear and tear, corrosion, rust, rot or fungus, vermin or insects, atmospheric or climatic conditions and normal settlement or shrinkage
(c) faulty workmanship, defective design or the use of defective materials.

Endorsements and Special Conditions

This Section is subject to any Endorsement and Special Conditions stated in the Policy as applying.

Computer Breakdown

Definitions
(also refer to the Policy Definitions at the front of the Policy)

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

Breakdown
The actual breaking distortion derangement or burning out of any part of the Computer Equipment arising from either mechanical or electrical defects in the item causing sudden stoppage of its function and requiring its repair or replacement.

Computer Equipment
All computer equipment, including interconnecting wiring, fixed disks and telecommunications equipment, used for the storage and communication of electronically processed data including all ancillary equipment but excluding Computer Equipment controlling any manufacturing process.

The definition also includes laptops and other portable Computer Equipment anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands when the new replacement value of such equipment has been included in the sum insured.

Indemnity Period
The period beginning with the happening of the Breakdown of the Computer Equipment and ending no later than the number of months shown in the Policy during which the Business results are affected as a result of the Breakdown of the Computer Equipment.

Loss of Data
Erasure destruction distortion or corruption of computer system records used with the Computer Equipment resulting from an identifiable cause. This cover excludes

(a) the loss of or loss of use of computer system records resulting directly from pre-existing faults in or unsuitability of computer system records, and
(b) losses discovered later than twelve months after the loss was initiated.

Maximum Indemnity Period
12 months

Cover
We will indemnify You in respect of

(1) Breakdown of the Computer Equipment
The maximum We will pay is up to the sum insured as shown in the Policy for Computer Breakdown.

(2) Additional Expenses following Breakdown
(a) for the additional expenditure necessarily and reasonably incurred by You in consequence of the Breakdown of Computer Equipment in order to prevent or minimise the interruption of or interference with the Business during the Indemnity Period
(b) auditors' or accountants' charges necessarily and reasonably incurred for producing and certifying details of a claim under this Section

less any savings in expenses made due to the Breakdown of Computer Equipment

The maximum We will pay is £5,000 any one Period of Insurance.

(3) Reinstatement of Data
The amount payable will be the cost of recompiling or restoring data or software or replacing third party proprietary software used with the Computer Equipment following Loss of Data.

The maximum We will pay is £2,500 any one Period of Insurance

Exceptions
We will not indemnify You in respect of

(1) Breakdown of Computer Equipment which is not covered by a maintenance rental hire or lease agreement or manufacturers warranty providing as a minimum on-call service, remedial or corrective maintenance at inclusive cost
(2) any loss recoverable under any guarantee or maintenance rental hire or lease agreement or contract
(3) gradual deterioration or wear and tear
(4) Computer Equipment more than 5 years old from the year of manufacture
(5) prototype equipment
(6) Computer Equipment undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
(7) programming errors or design defects in software
(8) the Computer Breakdown Excess as shown in the Policy

Additional Coverage

(1) Additional Rental Charge

We will indemnify You for any reasonable increase in existing Computer Equipment rental lease or hire charges payable for the 12 month period immediately following an insured Breakdown.

The maximum We will pay is £1,000.

(2) Professional Fees

We will indemnify You for reasonable costs incurred including consulting engineers' fees in investigating possible repairs and/or the reinstatement of an item of Computer Equipment following Breakdown.

The maximum We will pay is £1,000.

(3) Incompatibility of Undamaged Computer Records

We will indemnify You for

(a) the costs of modification of the Computer Equipment or
(b) the costs of replacing proprietary software in current production and/or reinstating computer system records

whichever is the less, to achieve compatibility in the event that Breakdown of Computer Equipment insured by this Section has resulted in undamaged computer records being incompatible with the replacement Computer Equipment.

The maximum We will pay is £1,000.

(4) Temporary Removal

We will indemnify You in respect of Breakdown of Computer Equipment while temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and whilst in transit thereto and therefrom within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The maximum We will pay is £1,000 or 10% of the Computer Equipment sum insured, whichever is the greater, any one item.

We will not indemnify You in respect of Damage caused by theft or attempted theft from any unattended vehicle where

(a) all doors and windows have not been locked
(b) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight

Clauses

(1) Automatic Reinstatement of Sum Insured

The sums insured stated in the Policy will not be reduced by the amount of any claim provided that You shall

(a) pay the appropriate extra premium on the amount of the loss, unless agreed to the contrary by Us
(b) if the loss results from theft comply with any additional protective measures which We may require for the further security of the Property Insured

(2) Average

If at the time of any Damage giving rise to a claim, the value of any Computer Equipment under this item exceeds the sum insured as declared by You, You will be responsible for the difference and bear a proportionate share of the loss accordingly.

(3) Basis of Claims Settlement – Reinstatement

If Computer Equipment is destroyed beyond economic repair We will pay for its replacement by Computer Equipment of equal performance and/or capacity or if this is not possible by Computer Equipment with the nearest higher performance and/or capacity.

If economic repair is possible We will pay for the repair of the Computer Equipment to its condition not better or more extensive when new.

If Damage is partial We will not pay more than We would have done if the Computer Equipment had been completely destroyed.

The maximum We will pay under this Section will not exceed the sums insured and limits in the Policy.

Endorsements and Special Conditions

This Section is subject to any Endorsement and Conditions Precedent stated in the Policy as applying.

Reasonable Precautions

In respect of Computer Equipment You shall

(a) maintain the Computer Equipment in good order and efficient operating condition
(b) observe the manufacturers' or suppliers' instructions for use, operation, storage, transit and inspection of Computer Equipment
(c) back up information at least once every twenty four hours and store one back up copy in a separate location away from the Premises
(d) maintain one up-to-date set of back-up software programmes in a separate location away from the Premises.

Business Interruption

Definitions
(Also refer to the Policy Definitions at the front of the Policy)

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

(1) Gross Profit

Damage
Accidental loss, destruction or damage

Gross Profit
Money paid or payable to You for goods sold or for services rendered in the course of the Business at the Premises

Indemnity Period
The period beginning with the happening of the Damage and ending no later than the number of months shown in the Policy during which the Business results are affected as a result of the Damage

Maximum Indemnity Period
The number of months stated in the Policy

(2) Book Debts

Damage
Accidental loss, destruction or damage.

Premises
For the purposes of this Item the Premises extend to include any Premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands to which records have been temporarily removed and whilst in transit between them.

Outstanding Debit Balances
The sums outstanding in Your records of the individual amounts owed to You by customers.

Book Debts
The total recorded by You under the provisions of Special Condition 1 Evidence of Amount (within this Section) adjusted for

(a) bad debts
(b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers accounts in the period between the date to which the last statement relates and the date of the Damage, and
(c) any abnormal condition of trade which had or could have had a material effect on the Business

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

Cover

(1) Gross Profit

We will indemnify You in respect of cover as specified in the Policy resulting from Damage to Property Insured owned or occupied by You at the Premises for the purpose of the Business to the extent of cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such Property Insured.

The amount payable as indemnity will be

(1) the amount by which the Gross Profit falls short of the Gross Profit which would have been received during the Indemnity Period for the equivalent period immediately prior to the Damage

The shortfall in Gross Profit is calculated as being the amount representing the difference between the sales less relative purchases during the Indemnity Period as compared to the difference between the sales less relative purchases during the equivalent period immediately prior to the Damage.

If the Damage occurs during the first trading year the payment will be based on the Gross Income immediately prior to the loss

(2) additional expenditure necessarily and reasonably incurred in maintaining sales to prevent or limit the reduction in Gross Profit during the Indemnity Period due to the Damage but not exceeding the shortfall amount avoided by this additional expenditure

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

less any savings during the Indemnity Period in respect of such charges or expenses of the Business payable out of Gross Profit which reduce or cease due to the Damage.

In adjusting the amount paid, all variations or special circumstances affecting the Business will be taken into account in order that the amount paid represents as nearly as practicable the results which would have been expected if the Damage had not occurred.

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Premises for the purpose of the Business either by You or by others acting on Your behalf the money paid or payable in respect of such goods or services shall be brought into account in arriving at the shortfall of Gross Profit during the Indemnity Period.

The total amount payable in respect of any one claim shall not exceed the sum insured stated in the Policy at the time of the Damage.

(2) Book Debts

We will indemnify You in respect of loss sustained for Book Debts directly due to Damage to books of account, other business books or records at the Premises rendering it impossible for You to obtain from customers all the sums due from them and outstanding at the date of the Damage.

The amount payable as indemnity will not exceed

(1) the difference between the Book Debts and the total of the amounts received or traced
(2) the additional expenditure incurred with Our consent in tracing and establishing the Outstanding Debit Balances after the Damage

We will pay Your accountant's charges for producing information required for investigating and verifying any claim and confirming the details and information in accordance with Your business books or records. Their report will be accepted as prima facie evidence of details.

The maximum We will pay for any claim, including professional accountant's fees, is the limit stated in the Policy.

We will not indemnify You in respect of

(a) loss due to records being mislaid or misfiled
(b) loss arising from deliberate falsification of records
(c) failure to collect debts which have been traced and established.

Clauses

We will also indemnify You in respect of Damage as insured under Gross Profit resulting from interruption of, or interference with the Business during the Indemnity Period following

(1) Boilers

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

(2) Disease, Food Poisoning, Murder or Suicide

(a) murder or suicide at the Premises
(b) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the Premises
(c) an injury or illness sustained by any person caused by any human infectious or contagious disease (excluding Acquired Deficiency Syndrome [AIDS] or any AIDS related condition) an outbreak of which the Government has stipulated shall be notified to them at the Premises
(d) Vermin or pests at the Premises

(e) an accident which causes defects in the drains or other sanitary arrangements at the Premises

where use of the Premises is restricted on the order or advice of the competent authority.

We will not indemnify You in respect of

(a) costs incurred in cleaning, repair, replacement, recall or checking of property
(b) loss arising from premises other than those directly subject to the occurrence

The maximum We will pay is £10,000, or the Business Interruption sum insured shown in the Policy, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.

The insurance only applies for the period beginning with the occurrence of the loss and ending not later than 3 months thereafter during which the Business is affected as a consequence of the Damage.

(3) Documents in Transit

Damage to computer system records, books, deeds, manuscripts or plans, drawings or documents belonging to or held in trust by You and for which You are responsible, while temporarily at premises which You do not occupy or in transit by road, rail or inland waterway in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The maximum We will pay is £2,500 any one loss.

(4) Prevention of Access

Damage to property in the vicinity of the Premises which hinders or prevents the use of or access to the Premises, whether the Premises or Property Insured therein is damaged.

This clause excludes Damage to property of any supply undertaking from which You obtain electricity, gas, water or telecommunications services (including the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) which prevents or hinders the supply of such services to the Premises.

(5) Failure of Utilities and Telecommunications

Damage to

(a) generating station or substation of the public electricity supply undertaking
(b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
(c) water works and pumping stations of the public water supply undertaking
(d) land based premises of the public telecommunications undertaking

from which You obtain electricity, gas, water or telecommunication services

The Maximum Indemnity Period is amended to 3 months in respect of Damage to land based premises of the public telecommunications undertaking.

We will not indemnify You in respect of

(a) the deliberate act of any supply authority or the exercise of any supply authority's power to withdraw or restrict supply
(b) industrial action
(c) drought or other weather conditions unless equipment has been damaged
(d) a period lasting less than 24 consecutive hours
(e) the provision of extranets or access to or presence on the internet or access to applications and related services over the internet

The maximum We will pay is £10,000 any one occurrence.

(6) Suppliers

Damage to any of Your suppliers' premises within Great Britain, Northern Ireland, Isle of Man or the Channel Islands by any of the Defined Perils (1–8).

We will not indemnify You in respect of Damage at the premises of any supply undertaking from which You obtain electricity, gas, water or telecommunications services.

The maximum We will pay is £10,000 any one occurrence.

Endorsements and Special Conditions

The Section is subject to any Endorsements and Special Conditions stated in the Policy as applying.

Endorsements

The following Endorsements apply

(1) Alteration

We will not indemnify You in respect of this Business Interruption Section if

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

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

(2) Accounting Adjustments

(a) To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section are exclusive of such tax.
(b) Any adjustment made for current cost accounting will be ignored.

Special Condition

The following Special Condition applies

(1) Evidence of Amount

It is a Special Condition to Our liability that every three months You must either deposit with Your accountants or bank or in a different building to the Premises a signed statement of the current total of Outstanding Debit Balances.

Legal Liabilities

Part A Employers' Liability and Part B Public and Products Liability

Definitions
(also refer to the Policy Definitions at the front of the Policy).

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

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

Costs and Expenses
(1) costs and expenses of claimants for which You are legally liable
(2) other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
(3) solicitors fees incurred with Our written consent for
  (a) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Bodily Injury
  (b) representation at a Coroner's Court or fatal injury inquiry in respect of any death

which may be the subject of indemnity under this Section

Damage
Accidental loss, destruction or damage

Limit of Indemnity
Our maximum liability stated in the Policy for damages, Costs and Expenses payable in respect of any one claim against You or series of claims against You arising out of one cause in respect of Part A Employers' Liability and payable to any claimant or number of claimants in respect of any or all claims arising out of one cause in respect of Part B Public and Products Liability.

Products Supplied
(1) Anything sold or supplied by You (or its container or packaging) in the course of the Business
(2) Office equipment or other equipment (Your property) having become surplus to Your requirements used in the course of the Business
(3) Food or drink sold or supplied as goods or as a service to Employees or visitors

Territorial Limits
(1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
(2) elsewhere where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in the Business
(3) anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cover – Part A Employers' Liability
We will indemnify You against all sums that You shall become legally liable to pay as damages together with Costs and Expenses in respect of Bodily Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of their employment by You in the course of the Business.

The maximum We will pay is the Limit of Indemnity.

Clauses applicable to Part A Employers' Liability
(1) Right of Recovery
This Policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

(2) Unsatisfied Court Judgements
We will, at Your request, indemnify any Employee or his or her personal representatives in respect of damages and awarded costs unsatisfied in whole or in part 6 months after the date a judgement for Bodily

Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

This indemnity will only apply where

(a) the Bodily Injury arose out of the Employee's work in the course of the Business and during the Period of Insurance
(b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
(c) the judgement for damages is obtained against a company, partnership or individual other than You conducting a business within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
(d) there is no appeal outstanding.

If any payment is made under this Clause the Employee or personal representatives of the Employee will assign the judgement to Us.

(3) Vehicles
We do not provide indemnity to You in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 or any other compulsory Road Traffic Act legislation.

Exclusions applicable to Part A Employers' Liability

We will not indemnify any person entitled to indemnity in respect of legal liability as a result of work in or on and travel to, from or within any offshore

(a) accommodation, exploration, drilling or production rig or platform
(b) support vessel.

Cover – Part B Public and Products Liability

We will indemnify You in respect of all sums insured that You become legally liable to pay as damages and Cost and Expenses in respect of

(1) accidental Bodily Injury to any person other than an Employee or Your wife, husband, partner, siblings or children
(2) accidental loss or destruction of or damage to material property not belonging to You or under Your charge or control
(3) accidental obstruction, trespass, nuisance or interference with any right of way, air, light or water
(4) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring in the course of the Business or caused by Products Supplied during the Period of Insurance and within the Territorial Limits.

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

Clauses applicable to Part B Public and Products Liability

(1) Legal Expenses Arising from Part 2 of the Consumer Protection Act
We will indemnify You in respect of legal fees and expenses incurred with Our written consent in defending criminal proceedings, including appeals, arising from any breach of Part 2 of the Consumer Protection Act 1987.

We will not indemnify You

(a) unless the proceedings relate to an offence alleged to have been committed during the Period of Insurance in the course of the Business
(b) in respect of
  (i) fines or penalties
  (ii) costs and expenses insured by any other policy

(2) Liability for Hired or Rented Premises
We will indemnify You in respect of Your legal liability as a result of Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with the Business.

We will not indemnify You in respect of

(a) the first £250 of any claim caused other than by fire or explosion
(b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
(c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is to be taken out by You on Your own behalf

(3) Motor Contingent Liability

We will indemnify You against legal liability in respect of Bodily Injury or Damage arising out of the use in connection with Your Business of any motor vehicle, not owned or provided by You in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

(a) in respect of Damage to the vehicle or goods carried in or on the vehicle
(b) while the vehicle is being driven by
  (i) You
  (ii) a person who to Your knowledge or the knowledge of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
(c) if indemnity is provided by another insurance.

(4) Overseas Personal Liability

We will indemnify You and, if You request, any of Your directors, partners or any Employees or their spouse against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the Business.

We will not indemnify You for liability

(a) arising out of the ownership or occupation of land or buildings
(b) arising from the carrying on of any trade or profession which is not in connection with the Business
(c) arising from the ownership, possession or use of wild animals, firearms, mechanically propelled vehicles, aircraft or watercraft
(d) in respect of which indemnity is provided by another insurance policy.

Exclusions applicable to Part B Public and Products Liability

(1) We will not indemnify any person entitled to indemnity in respect of legal liability as a result of

(a) Bodily Injury to an Employee, partner or proprietor
(b) the ownership, possession or use by or on Your behalf any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the Premises
other than in the circumstances defined in Clause (3) Motor Contingent Liability
(c) Damage to property
  (i) belonging to You
  (ii) which is leased, let, rented hired or lent to You
  (iii) which is held in trust by You or in Your custody or control or in the custody and control of any other party who is carrying out work on Your behalf
other than in the circumstances defined in Clause (2) Liability for Hired or Rented Premises
(d) the costs of remedying:
  (i) any defect or alleged defect in land or premises sold or disposed of by You or of any reduction in value
  (ii) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials
(e) lack of care or skill in the giving of professional or other advice or treatment for a fee in connection with the Business (other than first aid treatment).
(f) Damage to or cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied where liability arises from a defect in or the unsuitability of such Products Supplied (other than Products Supplied under a separate contract)
(g) (i) pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
(ii) Bodily Injury or Damage to property directly or indirectly caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

(h) work in or on and travel to, from or within or Products Supplied to any offshore accommodation, exploration, drilling or production rig or platform or support vessel
(i) Bodily Injury or Damage to property arising from products other than Products Supplied
(j) Bodily Injury or Damage to property caused by or in connection with anything sold or supplied by You, which to Your knowledge is directly or indirectly exported to the United States of America (or any territory within its jurisdiction) or Canada
(k) mental injury or fear of suffering Bodily Injury arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.
(l) costs of management (including those of any persons under any statutory duty to manage) removal, repair, alteration, recall, replacement or reinstatement of any Property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

(2) We will not indemnify any person entitled to indemnity in respect of
(a) recalling, modifying or making refunds in respect of Products Supplied
(b) liquidated damages, penalty clauses, fines or aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
(c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied

Additional Coverage applicable to Part A Employers' Liability and Part B Public and Products Liability

(1) Additional Activities

The definition of Business extends to include private work undertaken with Your prior consent by Employees for any of Your directors or senior officials

(2) Additional Persons Insured

(a) in the event of the death of any person entitled to indemnity under this Section We will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
(b) at Your request We will indemnify
  (i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
  (ii) any of Your directors or Employees in respect of liability arising in connection with the Business against legal liability
  to the extent that You would have been entitled to indemnity if the claim had been made against You
(c) at Your request We will indemnify
  (i) any officers, committees or member of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security medical and ambulance services in their respective capacities as such
  (ii) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official
  provided that each person shall as though they were You observe, fulfil and is subject to the terms and conditions of this Policy as far as they can apply

We will retain sole control of all claims and the maximum We will pay will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

(3) Compensation for Court Attendance

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

The maximum We will pay

(a) for You or any of Your directors or partners is	£100 per day
(b) for any Employee is	£50 per day

(4) Cross Liabilities

If more than one Insured is referred to in the Policy, this Section shall apply separately to each one as if a separate Policy had been issued to each.

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

(5) Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

(a) legal fees and expenses in defending proceedings, including appeals
(b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

(a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of the Business
(b) in respect of
  (i) fines or penalties
  (ii) costs and expenses insured by any other policy
(c) proceedings resulting from any deliberate act or omission by any party claiming to be indemnified
(d) proceedings relating to the health and safety of any person other than an Employee in respect of Part A Employers' Liability
(e) proceedings relating to the health and safety of Employees in respect of Part B Public and Products Liability

Endorsements and Special Conditions

This Section is subject to any Endorsements and Special Conditions stated in the Policy as applying.

Legal Expenses

Definitions

(Also refer to the Policy Definitions at the front of the Policy)

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

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 Policy.

Aspect Enquiry

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

Costs and Expenses

These include the following

(1) Legal costs meaning
   (a) all reasonable and necessary costs chargeable by the Appointed Representative on a standard basis.
   (b) the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of the Claims Administrator.

(2) Accountant's costs meaning a reasonable amount in respect of all costs reasonably incurred by the Appointed Representative.

(3) Attendance expenses meaning the Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative or while attending jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

   The amount We will pay is based on the following:
   (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
   (b) if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
   (c) if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

Claims Administrator

FirstAssist Insurance Services Limited which administers the independent claims handling service on Our behalf.

Date of Occurrence

(1) For civil cases (other than under Insured Incident (4) Tax Protection), the Date of Occurrence is when the cause of action first accrued.

(2) 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.

(3) For Full Enquiries or Aspect Enquiries, the Date of Occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

(4) 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 HM Revenue & Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self assessment and/or corporation tax return.

Insured Person

You and Your directors, partners, managers and employees.

Territorial Limits

(1) For Insured Incident (2) Legal Defence (excluding 2d) and Insured Incident (3) Property Protection and Physical Injury (excluding Property Protection)

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

(2) For all other Insured Incidents

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

Cover – Legal Expenses

We will cover the Insured Person in respect of any Insured Incident arising in connection with the Business shown in this Policy in accordance with the terms and conditions of this Section of this Policy

Provided that

(a) the Date of the Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limits, and
(b) the legal proceedings will be dealt with by a court, or other body which the Claims Administrator agrees to, in the Territorial Limits, and
(c) in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which the Claims Administrator has agreed to) or make a successful defence.

For all Insured Incidents, the Claims Administrator will help in appealing or defending an appeal as long as the Insured Person tells the Claims Administrator within the time limits allowed that they want the Claims Administrator to appeal. Before We pay any Costs and Expenses for appeals, the Claims Administrator must agree that it is always more likely than not that the appeal will be successful.

If an Appointed Representative is used, We will pay the Costs and Expenses incurred for this.

We will pay Compensation Awards that the Claims Administrator has agreed to.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in this Policy.

Clauses – Insured Incidents

This Policy does cover

(1) Employment Disputes and Compensation Awards

Employment Disputes

The Claims Administrator will defend Your legal rights:

(a) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an Employee; or
(b) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
(c) in legal proceedings in respect of any dispute with
  (i) 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
  (ii) an Employee, prospective Employee or ex-Employee arising from an alleged breach of their statutory rights under employment legislation.

We will not indemnify You in respect of

(a) any claim in respect of damages for personal injury or loss of or damage to property
(b) 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 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.
(c) any claim where the Insured Person does not appoint our approved consultant as the Appointed Representative.

Compensation Awards

We will indemnify You for:

(a) any basic and compensatory award; and/or
(b) an order for compensation following a breach of Your statutory duties under employment legislation

in respect of a claim the Claims Administrator has accepted under Insured Incident (1) Employment Disputes.

Provided that

(a) in cases relating to performance and/or conduct, You have throughout the Employment Dispute either
  (i) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
  (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  (iii) sought and followed advice from the Claims Administrator's legal advice service.
(b) for an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from the Claims Administrator's legal advice service since the date when You should have known about the Employment Dispute.
(c) for any Compensation Award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from the Claims Administrator's Claims Department prior to serving notice of redundancy.
(d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by the Claims Administrator.
(e) the total of the Compensation Awards payable by Us shall not exceed £1,000,000 in any one Period of Insurance.

We will not indemnify You in respect of

(a) 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 of the 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.
(b) non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
(c) 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.
(d) 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.
(e) any claim where the Insured Person does not appoint our approved consultant as the Appointed Representative.

Service Occupancy
The Claims Administrator 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.

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

(2) Legal Defence

At Your request

(a) The Claims Administrator will defend the Insured Person's legal rights:
  (i) prior to the issue of legal proceedings when dealing with the Police and/or Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence; or
  (ii) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction; or
  (iii) 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.
(b) The Claims Administrator 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.
(c) The Claims Administrator will defend the Insured Person's (other than Your) legal rights if:

(i) 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, sexual orientation, race, disability, age, religious belief or political opinion; or
(ii) civil action is taken against them as a trustee of a pension fund set up for the benefit of Your Employees.

(d) The Claims Administrator will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting Your Business.
(e) The Claims Administrator will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.
(f) We will pay the attendance expenses of an Insured Person for jury service.

Provided that

(a) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the Territorial Limits shall be any place where the Act applies.
(b) At the time of the Insured Incident, You have registered with the Information Commissioner in respect of Insured Incident 2(a)(iii).

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

(3) Property Protection and Physical Injury

Property Protection

The Claims Administrator will negotiate for Your legal rights in any civil action relating to material property which is owned by, or the responsibility of You, following

(a) any event which causes or could cause physical damage to such material property; or
(b) any nuisance or trespass.

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

(i) a contract entered into by You, including one for the sale, purchase letting or tenancy of freehold or leasehold property;;
(ii) goods in transit or goods lent or hired out;
(iii) 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;
(iv) mining subsidence;
(v) defending Your legal rights other than in defending a counter-claim;
(vi) a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles.

Physical Injury

At Your request, the Claims Administrator will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or physical injury to them.

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

(a) any illness or physical injury which develops gradually or is not caused by a specific or sudden accident; or
(b) defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
(c) a motor vehicle owned or used by, or hired or leased to an Insured Person or their family members.

(4) Tax Protection

Full or Aspect Enquiries

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry.

Employers' Compliance

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

VAT Disputes
The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

(a) for all Tax Protection Insured Incidents, You have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
(b) We will not pay more than £2,000 for Aspect Enquiries.

We will not indemnify You in respect of

(a) the first £200 of Costs and Expenses in each and every Aspect Enquiry claim.
(b) any Insured Incident arising from a tax avoidance scheme.
(c) any Insured Incident caused by Your failure to register for Value Added Tax.
(d) any Insured Incident arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
(e) any Insured Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Endorsements and Special Conditions
This Section is subject to any Endorsements and Special Conditions stated in the Policy as applying.

Special Conditions
The following Special Conditions apply

(1) Making a Claim
Notwithstanding other Claims Conditions in this Policy We will not cover

(a) any claim reported to the Claims Administrator more than 180 days after the date the Insured Person should have known about the Insured Incident.
(b) Costs and Expenses incurred before the acceptance of a claim by the Claims Administrator.

(2) Control of Claims
(a) The Claims Administrator can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time.
The Claims Administrator can negotiate any claim on behalf of an Insured Person.
(b) If the Claims Administrator agrees 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 the Claims Administrator the suitably qualified person's name and address.
The Claims Administrator 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, the Claims Administrator can appoint an Appointed Representative.
(d) An Appointed Representative will be appointed by the Claims Administrator and represent an Insured Person according to the Claims Administrator's standard terms of appointment. The Appointed Representative must co-operate fully with the Claims Administrator at all times.
(e) The Claims Administrator will have direct contact with the Appointed Representative.
(f) An Insured Person must co-operate fully with the Claims Administrator and with the Appointed Representative and must keep the Claims Administrator up-to-date with the progress of the claim.
(g) An Insured Person must give the Appointed Representative any instructions that the Claims Administrator requires.
(h) The Insured Person owes the same obligations to Us as to the Appointed Representative.

(3) Claims Conditions
Notwithstanding other Claims Conditions in this Policy the following applies

(a) an Insured Person must tell the Claims Administrator if anyone offers to settle a claim and must not agree to any settlement without written consent from the Claims Administrator.
(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) in circumstances where We have chosen a representative to act on the Insured Person's behalf We will pay Costs and Expenses incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy. Where the Insured Person has chosen their own representative any Costs and Expenses incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the legal proceedings and the claim is covered under all other terms and conditions of the Policy.
(d) We may decide to pay the 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.
(e) if the Claims Administrator asks, an Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
(f) 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.
(g) 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 the Claims Administrator agrees to appoint another Appointed Representative.
(h) if an Insured Person settles a claim or withdraws their claim without the agreement of the Claims Administrator, 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.
(i) if the Claims Administrator and an Insured Person disagree about the choice of Appointed Representative, or about the handling of a claim, the Claims Administrator and the Insured Person can choose another suitably qualified person to decide the matter. We must both agree to this in writing. If the Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, the Claims Administrator 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.
(j) the Claims Administrator may at their 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 by Us.
(k) All Acts of Parliament referenced within this Policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

(4) Incidents not Insured

The following circumstances are not covered under this Policy

(a) fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident (1) Compensation Awards and Insured Incident (2) Legal Defence.
(b) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
(c) any claim relating to franchise rights, or agency rights where You have the legal capacity to alter the legal relations of another.
(d) any Insured Incident deliberately or intentionally caused by an Insured Person.
(e) a dispute with the Claims Administrator not otherwise dealt with under Special Condition (3)(h).
(f) any claim relating to a shareholding or partnership share in the 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 the directors or partners of the Business.
(g) an application for judicial review.
(h) legal action an Insured Person takes which the Claims Administrator or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders the Claims Administrator or the Appointed Representative.
(i) when either at the commencement of or during the course of a claim, You are bankrupt or have filed 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.
(j) any claim relating to any non-contracting party's right to enforce all or any part of this Policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

(5) Claims Administrator Helplines Waiver

FirstAssist Insurance Services Limited administers the independent claims handling service on Our behalf.

In respect of various helplines provided by the Claims Administrator neither We nor they will be responsible if the helpline services fail for reasons beyond the Claims Administrator's control.

Professional Indemnity

Definitions

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. Policy Definitions from the beginning of the Policy continue to apply unless they have been amended by Definitions specific to this Section of the Policy.

Business

Activities and professional services performed or the advice given by You directly connected with the Business described and specified in the Policy.

Claim

Any demand made of, or assertion of a right against You which is communicated in writing, or costs under Clauses (1)(a) Loss of Documents and (2) Data Protection.

Document

Records arising from Your Business, whether kept in paper (excluding Money), magnetic or electronic form, for which You are legally responsible, whilst in Your custody, or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by You in the ordinary course of Your Business.

Extranet

A restricted-access group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

Insured/You/Your

The person, persons, company, companies, partners, partnerships, or unincorporated association named in the Policy as the Insured including any of their predecessors in business; its principals, partners, directors or members, including any former partner, director or member.

Internet

The worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

Intranet

One or more inter-connected networks with restricted access to You via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

Limit of Indemnity

Our maximum liability for settlement, damages, interest and claimant's costs payable irrespective of the number of Claims, claimants, losses or number of Insureds including all defence costs and expenses under Clause (3) Defence Costs and Expenses is the amount stated in the Policy. All payments We make in respect of the Cover, Clauses or any endorsement under this Section shall erode the limit of indemnity for all Claims in total in any one Period of Insurance under this Section of the Policy.

All Claims (including costs sought under Clauses (1)(a) Loss of Documents or (2) Data Protection) whether made against or sought by one or more Insured, wholly or substantially arising from or having any connection with or relation to:

(a) the same event, occurrence, act, error, omission or breach of duty or having the same originating or underlying cause, or
(b) a series of events, occurrences, acts, errors, omissions or breaches of duty having the same originating or underlying cause, or
(c) the acts, errors, omissions or breaches of a single person or persons acting together or in which such person or persons is or are concerned or implicated,

shall be deemed to be one Claim or single application for costs under Clauses (1)(a) Loss of Documents or (2) Data Protection for the purposes of deciding the applicable limit of indemnity and Professional Indemnity Excess under this Policy.

Notified

Notice of a Claim is sent in writing by You to, and received by Us. Notice is not valid if given by any third party.

Professional Indemnity Excess
The amount (or amounts) shown in the Policy which will be deducted from each and every Claim (including defence costs and expenses) before We shall have any liability to indemnify You under this Section of the Policy.

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

Wrongful Act
Any negligent act, negligent error, negligent omission or negligent breach of duty.

Cover
We will indemnify You in respect of any settlement, damages, interest and claimant's costs arising from any Claim first made against You and Notified during the Period of Insurance and which arises out of the conduct of Your Business by reason of:

(a) a Wrongful Act committed by You or by any Employee, or by any other person, firm or company directly appointed by You and acting for or on Your behalf;
(b) any dishonest or fraudulent act or omission on the part of any Employee;
(c) libel or slander committed unintentionally by You or by any Employee;
(d) any unintentional breach of confidentiality committed by You or by any Employee, or by any other person, firm or company directly appointed by You and acting for or on Your behalf.

Clauses applicable to Professional Indemnity

(1) Loss of Documents
We shall indemnify You for

(a) reasonable and necessary costs, incurred with Our prior consent, of repair, replacement or reconstitution of, and
(b) any settlement, damages, interest and claimant's costs arising from a Wrongful Act involving

any Document which has been unintentionally destroyed, damaged, lost or mislaid during the Period of Insurance (and which after diligent search cannot be found) the occurrence of which has been Notified during the Period of Insurance

The maximum that We will pay in respect of Item (a) is £50,000 in total during the Period of Insurance.

We will not indemnify You in respect of Item (a) for the first £1,000 of each and every Claim.

(2) Data Protection
We shall indemnify You for defence costs and expenses resulting from any prosecution first brought against You and/or any Employee and Notified during the Period of Insurance which arises out of the conduct of Your Business in respect of any offences or alleged offences under sections 21(1), 21(2), 22(6) or 47(1) of the Data Protection Act 1998.

The maximum that We will pay is £50,000 in total during the Period of Insurance.

We will not indemnify You for the first £1,000 of each and every Claim.

(3) Defence Costs and Expenses
We shall indemnify You for all defence costs and expenses in:

(a) the defence, investigation or settlement of any Claim under the Cover in this Section or Clause (1)(b) Loss of Documents; or
(b) the investigation of any circumstance Notified to Us under Special Condition (1) which may give rise to a Claim,

incurred by You or on Your behalf with Our prior consent but not including Your own costs and expenses or any value attributable to the time spent by You or any Employee in dealing with a Claim or a circumstance.

Exclusions applicable to Professional Indemnity

We shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way connected with:

(a) any Claim or circumstance which may give rise to a Claim which was or ought to have been known to You prior to the Period of Insurance
(b) bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person
(c) any accidental loss, destruction or damage to any property (except as provided under Clause (1)(a) Loss of Documents) including loss of use, unless caused directly by a Wrongful Act
(d) any trading losses or trading liabilities incurred by You or any business managed by or carried on by You or on Your behalf
(e) any regulatory or disciplinary investigations or proceedings (apart from the indemnity provided under Clause (2) Data Protection) or any fines, penalties or penal, punitive, exemplary, restitutionary, non-compensatory or aggravated damages, or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages
(f) any Claim or circumstance arising from or connected with the dishonest or fraudulent act or omission of any of Your former or present partners, principal, directors, members, consultants or sub-contractors
    (i) in respect of any person committing or condoning such dishonest or fraudulent act or omission, or
    (ii) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives, or
    (iii) arising after the discovery of reasonable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons, or
    (iv) in the amounts equivalent to any monies owed by You to any person committing, condoning or contributing to the dishonest or fraudulent act or omission or any monies held by You and belonging to such person or any monies recovered in accordance with Special Condition (2)(a) of this Section
(g) any of Your liability as a director, officer and/or trustee in Your respective capacities as a director, officer and/or trustee
(h) any actual or alleged liability whatsoever directly or indirectly arising out of, resulting from or in consequence of, or in any way involving or connected with Asbestos, Asbestos Dust or any Asbestos Containing Materials
(i) any actual or alleged liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:
    (i) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
    (ii) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
    (iii) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins
(j) any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind
(k) the ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer, or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile)
(l) any
    (i) liability arising from the Your Business undertaken outside the Territorial Limits
    (ii) legal proceedings brought in a court of law outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or brought in a court of law within the stated courts to enforce a judgement or order made in a court of law anywhere else in the world
(m) any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless Your liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision
(n) any circumstance concerning, or Claim brought by You or on Your behalf or any of Your parent or subsidiary companies, or any person having a financial, executive or controlling interest in Your Business (unless the financial interest is less than 5%), or by or on behalf of any entity controlled or managed by You or where You have greater than a 5% financial interest, or where You have accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred
(o) any association or joint venture conducted with any third party other than in respect of any Claim or circumstance arising from Your Business, provided that such Claim or circumstance emanates from a wholly independent third party
(p) any breach of any obligation owed by You as an employer to any Employee or former Employee or applicant for employment
(q) any contract for the provision of goods or services to You; or any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by You or on Your behalf unless such Claim or

circumstance is a direct result of Your negligent design and/or negligent specification or that of any Employee or any other person firm or company directly appointed by and acting for You or on Your behalf

(r) any passing off or infringement of copyright, design right, registered design, trademark, or patent

(s) any act error or omission committed, or any loss suffered, or costs incurred, or any liability arising prior to any Retroactive Date specified in the Policy

(t) Your insolvency or bankruptcy

(u) any of the following
   (i) the failure of any computer or other electronic processing device (except as provided under Clause (1) Loss of Documents) or of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
   (ii) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
   (iii) business conducted and/or transacted via the Internet, Intranet, Extranet and/or via Your own website, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means. This exclusion shall not apply if the liability to You would have attached in the absence of the fact that the business was conducted and/or transacted via the Internet, Intranet, Extranet and/or via Your own website, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means, the burden of so proving being upon You

(v) any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets, and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments, or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority

(w) any repair, replacement or reconstitution cost of any Document, directly or indirectly occasioned by any government or public or local authority action or order, or resulting from wear or tear, the action of vermin, gradual deterioration, or magnetic flux or loss of magnetism (except where caused by lightning)

Endorsements and Special Conditions

This Section is subject to any Endorsements and Special Conditions stated in the Policy as applying.

Special Conditions

The following Special Conditions apply

(1) Making a Claim

Notwithstanding other Claims Conditions in this Policy it is a condition that We must be Notified as soon as practicable during the Period of Insurance:

(a) of any Claim;

(b) regardless of any previous notice, of receipt of any claim form, particulars of claim, arbitration notice or any other formal document commencing legal proceedings, copies of all such documents being provided with such notification;

(c) of any circumstance of which You become aware which may give rise to a Claim;

(d) of any circumstance of which You become aware which may give rise to an entitlement to be indemnified under this Policy.

In the event that We are Notified during the Period of Insurance of any circumstance which in Our reasonable opinion may give rise to a Claim then any subsequent Claim which arises directly from the circumstance so Notified shall be deemed to have been made during the Period of Insurance.

(2) Control of Claims

(a) Where a Claim or circumstance against You involves the dishonest or fraudulent act or omission of any of Your Employees:
   (i) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person;
   (ii) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or any monies of such persons held by You shall not be repaid;
   (iii) nothing in this Policy shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission;
   (iv) no payment shall be made by Us under this Section until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives

(b) We shall be entitled, but not obliged, to take over the investigation, defence and settlement of any Claim and any circumstance likely to give rise to a Claim and any circumstance where You have requested to be indemnified under this Section. We shall have full discretion in the handling thereof (notwithstanding that a dispute may have arisen between You and Us) provided always that You shall not be obliged to

defend any legal proceedings unless a Queen's Counsel (to be mutually decided upon by You and Us) shall advise that such proceedings can be contested with a reasonable prospect of success.

(c) If We are entitled, for any reason, to avoid this Section from inception, We may at Our absolute discretion elect instead to give notice to You that We regard this Section as being in full force and effect, except that no indemnity will be given under this Section that arises from or is related to the grounds that entitled Us to avoid this Section.

(d) It is agreed by You on Your or Your partners, principals, directors, members and Employees behalf that any information provided to Us regarding You will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling Claims, if any, which may necessitate providing such information to third parties.

(3) Claims Conditions

Notwithstanding other Claims Conditions in this Policy the following applies

(a) Under the contract of insurance comprised by this Policy there is no intention to confer any rights on any party other than Us and those named or defined as Insureds herein, and no third party shall acquire any rights under or in relation to this policy nor be entitled to the benefit of any of its terms by operation of the Contracts (Rights of Third Parties) Act 1999 or any re-enactment of or amendment to it.

(b) This Section of the Policy will immediately and automatically be cancelled in the event of any of the following:

(i) the presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over Your Business or the making of any court order to that effect;

(ii) the passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver, or administrator over any of Your assets;

(iii) the suspension by You of payment of Your debts or any threat by You to do so or the entering into a voluntary arrangement or other scheme of composition with Your creditors;

or the equivalent court application, order, appointment or arrangement in any jurisdiction in which You may be domiciled or any territory within the Territorial Limits. For the purpose of this condition alone You shall mean only the firm or company named in the Policy

(c) We may at Our absolute discretion, at any time, after deduction of such sums as We may already have paid, agreed to pay or be responsible for, in respect of any settlement, damages, interest and claimant's costs or costs for which You are liable in respect of any Claim or circumstance, tender to You

(i) the remaining amount of the limit of indemnity available under this Section, or

(ii) such lesser amount for which We believe the Claim or circumstance can be settled (to include claimants' costs and interest)

and thereafter We will cease to have any further liability under this Section.

(d) We shall not exercise any rights of subrogation against any Employee or former Employee unless the loss in respect of which indemnity is provided under this Section was caused or contributed to by a fraudulent, dishonest or malicious act or omission by the Employee or former Employee.

Policy exclusions

(1) War and Nuclear Risks

This Policy does not indemnify You or any person entitled to indemnity, other than in respect of claims admissible under Legal Liabilities Section – Part A Employers' Liability, for any Damage consequence or legal liability of whatsoever nature directly or indirectly caused by or arising from any of the following

(a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to an uprising, military rising, insurrection, rebellion, revolution, military or usurped power
(b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
(c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

(2) Requisition or Confiscation of Property

This Policy does not indemnify You or any person entitled to indemnity in respect of nationalisation, confiscation, requisition, seizure or destruction by the Government, any public authority or any lawfully constituted authority

(3) Pressure Waves

This Policy does not cover You in respect of Damage directly caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

(4) Heat Process

This Policy does not cover You in respect of Damage to Property Insured due to its undergoing any process necessarily involving application of heat

(5) Terrorism Exclusion

Notwithstanding any provision to the contrary within the Policy it is agreed this Policy excludes Damage, loss destruction, cost or expenses of whatsoever nature resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event contributing concurrently or in any sequence to the loss

(a) Terrorism
(b) Riot and Civil commotion in Northern Ireland but this shall only apply to the Property Damage All Risks Section and Business Interruption Section when insured by this Policy
(c) Damage, loss, destruction, cost or expenses of whatsoever nature resulting directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or Riot and Civil commotion in Northern Ireland

Except as stated in the **Special Provision – Terrorism** below an act of Terrorism means an 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 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 under the Policy Exclusion (5) any Damage, loss, destruction, cost or expenses is not covered by this policy the burden of proving the contrary shall be upon You

Special Provision - Terrorism

Subject otherwise to the terms, conditions and exceptions of the Policy

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

Legal Liabilities Section – Part A Employers' Liability
Legal Liabilities Section – Part B Public and Products Liability

neither of the exclusions in 5(a) and 5(c) above shall apply to

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

(6) Data Recognition

This Policy does not cover any claim which arises directly or indirectly from or consists of the failure or inability of any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electronic system or any design or advice in connection with any of the following circumstances irrespective of ownership, possession or use and whether occurring before, during or after the Year 2000

(a) to correctly recognise any date as its true calendar date
(b) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction, as a result of treating any date other than as its true calendar date
(c) to capture, save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data, or the inability to capture, save, retain or correctly to process such data on or after any date

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

(1) Property Damage All Risks Section
(2) Business Interruption Section

This Policy Exclusion does not apply to Legal Liabilities Section – Part A Employers' Liability

(7) E- Risks

This Policy Exclusion does not apply to Legal Liabilities Section – Part A Employers' Liability or Part B Public and Products Liability

The Policy does not cover

(1) Damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by
   (a) programming or operator error whether by You or any other person
   (b) Virus or Similar Mechanism (as defined below)
   (c) Hacking (as defined below)
   (d) malicious persons
   (e) failure of external networks

   unless in respect of (a) – (c) above, such Damage results from a concurrent or subsequent cause not excluded by this or any other policy exception or exclusion

(2) any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of Damage described in paragraph 1 of this Exclusion

   unless in respect of (1)(a) – (1)(c) above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exception or exclusion

(3) Damage to any property other than Computer Equipment where it arises directly or indirectly out of Damage to any Computer Equipment of the type described in paragraph 1 of this Exclusion

   unless in respect of (1)(a) – (1)(c) above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exception or exclusion

(4) Damage to either Computer Equipment or any other property where it consists of or arises directly or indirectly out of
   (a) 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
   (b) 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 (4) (a) above
   (c) any misinterpretation use or misuse of information on computer systems or other records, programs or software

   unless in respect of (4) (b) and (4) (c) above, such Damage results from a concurrent or subsequent cause not excluded by this or any other policy exception or exclusion

(5) 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 Damage described in paragraphs (3) and (4) of this Exclusion

unless, in respect of (3), (4) (b) and (4) (c) above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exception or exclusion.

For the purpose of this Exclusion the following Definitions apply

Computer Equipment
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, program or software.

Virus or Similar Mechanism
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
Unauthorised access to any Computer or Computer Equipment, component, system or item, whether Your property or not, which processes, stores, transmits or retrieves data.

Special conditions

The following Special Conditions should be read in conjunction with other Special Conditions which may apply to a specific Section of the Policy.

The following Special Conditions apply

(1) Notice of Unoccupancy

It is a Special Condition to Our liability in respect of Damage that We must be notified in writing immediately any Premises becomes unoccupied and a suitable extra premium paid if required and/or amended Policy Conditions applied. If We have not been notified that a Premises has become unoccupied all cover under this Policy may be invalidated.

Unoccupancy within the Policy means when the Premises are empty or not in use for a period greater than 21 consecutive days.

(2) Protections

(a) Security Levels

It is a Special Condition to Our liability in respect of Damage caused by theft or attempted theft that whenever the Premises are closed for Business or left unattended all existing security devices provided to protect the Premises are properly fitted and put into full operation.

Premises closed for Business means outside the normal working hours of Your Business and any other period during which You or any Employee, is on the Premises in connection with the Business.

Any additional security devices specified below shall be installed at the Premises within 30 days of the inception of Your Policy, unless otherwise agreed by Us.

(b) Vehicle Security Requirements

In respect of Goods in Transit it is a Special Condition to Our liability in respect of Damage caused by theft or attempted theft to Property Insured (other than Money) or goods held in trust for which You are responsible that the Vehicle Security Requirements are complied with as stated in the Policy whenever a vehicle or conveyance is left unattended.

(3) Security Levels

Minimum Standards (applicable to all Insured)

It is a Special Condition to Our liability in respect of Damage caused by theft or attempted theft (including loss of Money) involving entry to or exit from the Premises by forcible and violent means that

(1) final exit doors must be secured as follows:

- (a) by mortice deadlock having five or more levers and conforming to BS3621 with a matching boxed striking plate or
- (b) a deadlocking rim latch conforming to BS3621 which must be keyed in to the deadlock position when the Premises are closed for Business or left unattended or
- (c) by integral cylinder key operated mortice deadlocks in respect of aluminium or UPVC framed doors

(2) all other external doors and internal doors leading to common areas or other premises, must be secured by the means set out in (1) above, or by two key operated security bolts for doors fitted at the top and bottom of the door

(3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut

(4) any security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times). Any additional devices must be approved by the local Fire Prevention Officer.

Intruder Alarm (as applicable in Policy)

It is a Special Condition to Our liability in respect of Damage caused by theft or attempted theft that

(1) whenever the Premises are closed for Business or left unattended the Alarmed Premises are protected by the Intruder Alarm System (details of which have been lodged with Us)

(2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract by the alarm company

(3) no alteration to the alarm system as described in the installer's specification shall be made without Our prior agreement

(4) if You receive notification
   (a) that police response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
   (b) from a local authority or magistrate imposing any requirements for abatement of a nuisance
   (c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working order

then We must be advised as soon as possible and in any event no later than 11.00am on Our next working day and You must comply with any subsequent stipulated requirements.

Definitions

The following definitions apply to this Special Condition and shall keep the same meaning wherever they appear

Alarmed Premises
The Premises or those portions of the Premises protected by the Intruder Alarm System.

Intruder Alarm System
The component parts detailed in the alarm specification including the means of communication used to transmit signals. The specification will be as agreed by Us.

(4) Vehicle Security Requirements (as applicable as stated in the Policy)

Locked Car Clause

It is a Special Condition to Our liability that in respect of theft or attempted theft that whenever a vehicle, trailer or semi-trailer is left unattended all points of access are securely locked and if it is possible the Property Insured is hidden from view.

Installation of Immobiliser

It is a Special Condition to Our liability that in respect of theft or attempted theft that whenever a vehicle, trailer or semi-trailer is left unattended any immobiliser that has been installed in the vehicle is activated.

Overnight Garaging

It is a Special Condition to Our liability that in respect of theft or attempted theft that whenever any vehicle, trailer or semi-trailer is left unattended between 19.00 and 07.00 that such vehicle is securely locked at all points of access and is garaged in enclosed premises which are securely locked or have a watchman in constant attendance.

Policy conditions

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

(1) Alteration of Risk

The Policy is voidable where there has been any material alteration to the risk after the commencement of this insurance

(a) which increases the risk of loss, destruction, damage, accident or injury, or
(b) where Your interest ceases except by will or operation of law

unless We have accepted the alteration

(2) Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator who will be jointly appointed by the parties in accordance with the statutory provisions.

An award made by the arbitrator will be a condition to a right of legal action against Us.

(3) Cancellation

The policy may be cancelled

(a) by You within a period which ends fourteen days from Your receipt of the Policy (this is referred to as the 'cooling off period'). You should exercise this right by informing Us that You wish to do so. The Policy and Employers' Liability Certificate(s) will be null and void ab initio, meaning We are not providing cover under any of the Sections of the Policy for any period of time.
(b) by You during the period of the Policy by giving us 14 days notice, however, the amount of the refund (if any) due will depend on when the cancellation takes place, the circumstances and whether a claim has been intimated or made.
(c) by Us giving You thirty days written notice by email or recorded delivery to Your last known address and You will be entitled to a proportionate part of the premium paid for the unexpired period. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. In the event of cancellation the Policy and Employers' Liability Certificate(s) will be null and void from the date of cancellation.
(d) by Us if You do not pay the premium or instalments by the due date and the cancellation will take place from the date the payment was due. We will not refund any instalments paid and in the event of any claims made will seek the full premium due for the Period of Insurance.

(4) Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by You or by anyone acting on Your behalf to obtain any benefit under this Policy or if any loss, destruction, damage, injury or accident is caused by Your act or with Your knowledge or assistance all benefit under this Policy shall be forfeited.

(5) Index Linking

(a) Renewal

Where it states in the Policy that index linking applies, the amounts insured will be adjusted in accordance with movements in the following indices at the subsequent renewal date. If any of these indices below are unavailable alternative indices will be sought.

(i) any Building
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
(ii) Contents, Computer Equipment, fixtures and fittings or any other items
The Retail Price Index issued by the Department of Trade and Industry.

(b) Claims
These adjustments will continue during the

(i) Period of Insurance
(ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(6) Jurisdiction

Unless otherwise agreed by You and Us this Policy shall be solely subject to English Law and any arbitration under the Arbitration Policy Condition shall be held in Great Britain.

(7) Other Insurances

(a) Applicable to Legal Liabilities Section – Part A Employers' Liability and Part B Public and Products Liability and Professional Indemnity Section

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

(b) Applicable to Legal Expenses Section

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 Policy did not exist.

(c) Applicable to all other Sections insured by this Policy

(i) where any loss, destruction, damage or liability covered by the Policy is also covered by another policy, or would be but for the existence of this Policy, We will only pay a rateable share of the loss
(ii) if any such other insurance is subject to a condition of average or similar condition and this Policy is not, this Policy will become subject to the same condition of average in like manner
(iii) if the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of Damage as the sum insured bears to the value of the property

(8) Non Disclosure, Misrepresentation or Misdescription

The Policy is voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

(9) Reasonable Precaution

You will

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

(10) Reinstatement

If any property is to be reinstated or replaced by Us, You will at Your own expense provide all plans, documents, books and information as may reasonably be required.

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

The maximum amount We will pay in respect of one item is the sum insured as You declared.

(11) Subrogation

If You, or anyone acting on Your behalf, makes a claim under this Policy they must take and permit to be taken all necessary steps for enforcing rights or obtaining relief or indemnity against any other party in Your name before or after any admission of liability or payment made by Us

(12) Time Limit

Not Applicable to Legal Liabilities Section – Part A Employers' Liability and Part B Public and Products Liability

In no case whatsoever shall We be liable in respect of any claim under the Policy after the expiration of twelve months from the date of the Damage or in respect of Damage within the Business Interruption Section of the Policy twelve months after the expiration of the Indemnity Period, whichever is the later

Unless the claim is the subject of pending action or arbitration

Claims conditions

(1) Making a Claim

In the event of any circumstance which may give rise to a claim You will

(a) notify Us immediately
(b) deliver to Us, as We may require, a written claim containing as much information as possible concerning the incident, loss, destruction, damage, accident or injury, including the amount of the claim, within
  (i) 7 days in the case of Damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
  (ii) no later than 30 days after the expiry of the Indemnity Period in respect of claims against Business Interruption unless We extend this time limit
  (iii) 30 days of the circumstance giving rise to any other claim unless We extend this time limit
(c) notify the police immediately it becomes evident Damage is caused by malicious persons or thieves
(d) not admit or repudiate liability, nor offer to settle, compromise, make or promise to make payment without Our written agreement
(e) inform Us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document
(f) take all reasonable action practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
(g) produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim

(2) Control of Claims

We shall be entitled

(a) in the event of Damage to the Property Insured to, or for any person authorised by Us, without incurring any liability or diminishing any of Our rights under this policy to
  (i) enter or take possession of the Building or Premises where the Damage occurred
  (ii) take possession of, or require to be delivered to Us, Property Insured for all reasonable purposes including salvage
(b) to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property to Us
(c) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and You shall give all information and assistance required
(d) to pay You at any time the Limit of Liability or the sum insured or any smaller amount for which a claim can be settled and We shall not be under any further liability in respect of that claim except for payment of costs and expenses prior to the payment of the claim

Complaints procedure

As a customer of FirstAssist, You have the right to expect the best possible service and support. If We have not delivered the service that You expect or You are concerned with the service provided, We would like the opportunity to put things right.

Our complaints process

In our experience many problems can be resolved by speaking to the staff directly responsible for the handling of Your policy or claim. They will do their best to address the problem and in Our experience most issues can be resolved satisfactorily at this stage.

When You contact Us We promise to;

- fully investigate Your complaint
- keep You informed of progress
- do everything possible to resolve Your complaint
- learn from Our mistakes
- use the information from Your complaint to proactively improve Our service in the future.

If Your complaint is not resolved or if You are unhappy with Our response, then you can progress Your complaint with Our Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by Us issuing a final response letter. We will issue Our final response within eight weeks of Your original complaint. If it is not possible to issue Our response within this timescale We will write to You explaining why.

Customer Relations Office
FirstAssist Insurance Services Limited
1 Drake Circus
Plymouth
PL1 1QH
Telephone: 08457 585775
Email: customerrelations.plymouth@firstassistinsurance.co.uk

What to do if you are still not satisfied.

If You are still not satisfied with Our response then You may be able to refer Your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of Our final response to Your complaint. We will remind you of the time limits in Our final response.

Financial Ombudsman Service
(Insurance Division)
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 080 1800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only consider complaints if You are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Your rights

We must accept the Ombudsman's final decision, but You are not bound by it and may take further action if You wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of Our complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc and Great Lakes Reinsurance (UK) PLC are both members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is any unable to meet any valid claims against its policies. You may be entitled to compensation if they cannot meet their obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Useful contact numbers

Claims Helpline
for all claims except Legal Expenses
0844 2091509
24 hours, 7 days a week
(Please quote your policy number when calling - you can find this on your policy summary and schedule)

Customer Services
0844 2091506
(Please quote your policy number when calling - you can find this on your policy summary and schedule)

Legal & Tax Helpline
and Legal Expenses claims
0845 0775550
24 hours, 7 days a week
(Please quote your reference when calling - you can find this on your policy summary)

Counselling Service
0845 0775551
24 hours, 7 days a week
(Please quote your reference when calling - you can find this on your policy summary)

Website
getmy.com/business-insurance

getMY and getMY.com are registered trademarks of FirstAssist Insurance Services Limited

This policy is administered by FirstAssist Insurance Services Limited
Registered in England and Wales No. 04617110,
Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.
Authorised and regulated by the Financial Services Authority. FSA Register No. 310671

This policy is underwritten by Royal & Sun Alliance Insurance plc in respect of all covers except Legal Expenses
Registered in England and Wales No. 93792
Registered Office at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL
Royal & Sun Alliance Insurance plc is authorised and regulated by the Financial Services Authority. FSA Register No. 202323

Legal Expenses cover is underwritten by Great Lakes Reinsurance (UK) PLC
Registered in England and Wales No. 2189462
Registered Office at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ
Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority. FSA Register No. 202715

You can check this information on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by phoning the FSA on 0845 606 1234.

Policy Version 1.0: November 2009

getmy.com business insurance