



# CERTIFIED PUBLIC ACCOUNTANTS ASSOCIATION SCHEME

## Your Insurance Policy

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## **CONTENTS**

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- **About your Policy**
- **Policy Schedule**
- **Generis-Commercial Property Module**
  - Property Damage
  - Business Interruption
  - Specific Property Module Exclusions
  - Money
- **Generis-Commercial Liability Module**
  - Employers Liability
  - Public Liability
  - Products Liability
  - Pollution Liability

Property and Liability Definitions, Exclusions and Conditions
- **Generis-Commercial Professional Indemnity Module**
- **Generis-General Information**
  - Data Protection Notice
  - Regulatory Information
  - Claim Notification
  - Complaints Procedure

## ABOUT YOUR POLICY

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This **Policy** has been underwritten and provided by Generis Underwriting Limited, Regulator Registration Number 823558 on behalf of one or more Insurers as shown in your **Policy Schedule**.

This **Policy** is a contract of insurance between you and the **Insurer**. This **Policy** consists of and must be read together with the **Schedule**, Insurance Modules, General Sections and any Endorsements. This **Policy** is not complete unless it is signed and a **Schedule** is attached.

In consideration of the **Insured** having paid to the **Insurer** the premium in accordance with the **Policy** conditions and in reliance upon any information provided to the **Insurer** on behalf of the **Insured**, the **Insurer** agrees, subject to all Terms, Conditions and Exclusions of the **Policy**, to provide insurance in the manner and to the extent provided hereinafter:

PROVIDED THAT:

1. the liability of the **Insurer** shall not exceed the applicable limits as set out in the **Policy**, except where agreed by the **Insurer** in writing and incorporated into this **Policy**; and
2. the liability of the **Insurer** shall be several and not joint, and where applicable shall be limited to the proportion set against the **Insurer's** name in the **Schedule**; and
3. the **Insured** shall bear, for its own account, the amount specified in the **Schedule** as the **Deductible, Excess** or **SIR** as applicable.

Signed on behalf of the **Insurer**

A handwritten signature in black ink, appearing to be "AF", written over a horizontal line.

**Andy Francis ACII**  
**Managing Director**  
**Generis Underwriting Limited**

# Commercial

## Property & Liability

### Your Insurance Policy

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## SECTION – PROPERTY DAMAGE (ALL RISKS)

This Section of the ‘Generis-Commercial Property’ Module applies only to **Damage** occurring during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

### INSURING CLAUSE

The **Insurer** shall indemnify the **Insured** in respect of **Damage** arising from any accidental cause not otherwise excluded and occurring during the **Period of Insurance** to **Property Insured** at any **Insured Location**.

### LIMIT OF LIABILITY

The **Insurer’s** liability under this Section shall not exceed the total **Sum Insured**, the **Sum Insured** on each item or any other **Sub-Limit** specified in the **Schedule**.

### BASIS OF SETTLEMENT

At the **Insurer’s** sole discretion, the **Insurer** shall either:

1. indemnify the **Insured** in respect of the value of the **Property Insured** or any part thereof affected by **Damage** taking into account, at the time of the **Damage**, any physical deterioration or depreciation, depletion or disuse; or
2. reinstate or replace the **Property Insured**, or any part thereof, affected by **Damage**.

### Reinstatement

Where “R” appears against the **Sum Insured** or **Property Insured** in the **Schedule**, the following Basis of Settlement shall apply: The amount payable in respect of **Buildings** and **Contents** shall be the cost of the **Reinstatement** of the **Property** directly affected by the **Damage** provided that:

1. the liability of the **Insurer** for the repair or restoration of the **Property Insured** directly affected by the **Damage** in part only, shall not exceed the amount which would have been payable had such **Property Insured** been lost in its entirety and each item insured subject to this Basis of Settlement is declared to be separately subject to the following Condition of Average:
2. ‘If at the time of **Reinstatement** the sum representing 80% (eighty per cent) of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Basis of Settlement exceeds its **Sum Insured**, the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said **Sum Insured** shall bear to the sum representing the total cost of

reinstating the whole of such property at that time’, and

3. no payment beyond the amount which would have been payable in the absence of this Basis of Settlement shall be made:
  - a. unless **Reinstatement** commences and proceeds without unreasonable delay; and
  - b. until the cost of **Reinstatement** shall have been actually incurred; and
  - c. if the **Property Insured** at the time of its **Damage** shall be insured by any other insurance effected by or on behalf of the **Insured**, which is not upon the same basis of **Reinstatement**.

### CONDITIONS

In addition to the Policy Conditions the following Conditions apply to this Section only. It is a Condition to any liability of the **Insurer** under this Section that:

#### Brands or trademarks

In the event of **Damage** to **Stock**, any salvage of **Stock** bearing a brand or trademark, or which in any way carries or implies the guarantee of responsibility of the manufacturer or the **Insured**, shall not be disposed of by sale without the **Insured’s** consent. If such salvage is not disposed of by sale then the **Damage** shall be assessed and the value agreed between the **Insurer** and **Insured** and taken into consideration at the settlement of the loss.

#### Non-invalidation

The insurance provided by this Section shall not be invalidated by any act or omission, or by any alteration, whereby the risk of **Damage** to **Property Insured** is increased, unknown to, or beyond the control of, the **Insured**, provided that the **Insured** gives notice of such act, omission or alteration immediately after it becomes aware of it and pays an additional premium if required.

#### Unoccupied premises

for any **Premises**:

1. notice must be given to the **Insurer** when any **Premises**, either become **Unoccupied Premises** or if having been **Unoccupied Premises** are again occupied and a suitable additional premium paid if required; and
2. mains services must be switched off, except as necessary to maintain fire alarms, **Intruder Alarm Systems**, and sprinklers;
 

and
3. the **Premises** shall be locked and secured, but inspected at least weekly, and defects in

- security and maintenance remedied promptly; and
4. all trade refuse and waste materials be removed from the interior of the **Premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by the **Insured**.

#### 72 hour clause

**Damage** occurring within 72 (seventy two) consecutive hours of and arising from a storm, tempest, flood, subsidence or landslide is deemed to be one **Occurrence** for the purpose of this Section. The **Insured** has the right to select the moment from which the 72 (seventy two) hour period shall be deemed to have commenced within the terms of this Section, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

#### EXTENSIONS

Notwithstanding any Exclusions to the contrary, the following Extensions of cover shall apply, subject always to all other limits, Terms and Conditions of this Section.

##### Arson, theft and criminal acts reward costs

The insurance provided by this Section in respect of **Property Insured** is extended to include, subject to the **Insurer's** prior consent (such consent will not be unreasonably withheld), reasonable expenses that the **Insured** incurs in paying rewards for information leading to a successful conviction or for information where the police believe that such information will secure a conviction following **Damage** except that the **Insurer's** liability for such expenses will not exceed the **Sub-Limit** shown in the **Schedule** in respect of this clause.

##### Automatic reinstatement

In consideration of the Limit of Liability not being reduced by any loss, the **Insured** undertakes to pay the appropriate additional premium (at a rate to be agreed) on the amount of the loss, from the date thereof to the expiry of the **Period of Insurance**, and to carry out any measures that the **Insurer** may require to prevent further **Damage** or to improve security at the **Premises**.

##### Business trips – baggage

The insurance provided by this Section is extended to include loss or damage to the **Insured's Directors' Partners' and Employees'** baggage and personal effects whilst away from the **Premises** for the duration of any trip undertaken in connection with the **Business** anywhere within the world provided that:

1. the **Insurer's** liability under this clause is limited to the **Sub-Limit** stated in "Business trip – baggage" in the **Schedule**;

2. the insurance under this clause shall not apply to;
  - a. **Property** which is otherwise insured;
  - b. portable electronic equipment being carried by air unless carried as cabin luggage.

#### Capital additions, alterations and improvements

The insurance provided by this Section in respect of **Buildings** and **Contents** is extended to include cover for capital additions, alterations and improvements and newly acquired and/or newly erected **Buildings** subject to the following Conditions:

1. the **Insured** shall declare to the **Insurer** the date and value of such capital additions, alterations, improvements and newly acquired and/or newly erected **Buildings** within 90 (ninety) days of the acquisition or erection and shall pay an appropriate additional premium from the time such additional cover applies; and
2. the maximum additional cover granted by this Extension shall not exceed the amount stated in the **Schedule**; and
3. this Extension does not include cover for appreciation in value.

Notwithstanding anything in this 'Generis- Commercial Property' Module to the contrary the **Insurer** shall not be liable for losses caused by the perils of flood, windstorm and earthquake outside the **United Kingdom**.

#### Computer Records

The insurance provided by this Section in respect of **Property Insured** is extended to include reasonable costs and expenses necessarily incurred by the **Insured** in connection with the production of information to **Computer Records**. The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Contract price

In respect of goods sold, but not delivered, for which the **Insured** is legally responsible and with regard to which under the conditions of sale, the sale contract is cancelled following **Damage** whether wholly or to the extent of the **Damage**, the liability of the **Insurer** shall be based on the contract price. For the purpose of any Condition of Average, the value of all goods to which this Extension would in the event of **Damage** apply shall also be ascertained on the same basis.

#### Debris removal

The insurance provided by this Section in respect of **Property Insured** is extended to include reasonable costs

and expenses necessarily incurred by the **Insured** with the consent of the **Insurer** in:

1. removing debris (including **Stock Debris Removal**); and/or
2. dismantling or demolishing or shoring up or propping up of any part of the **Property Insured** following **Damage**. The **Insurer** shall not be liable under this Extension for costs and expenses:
  - a. incurred in removing debris except from the **Premises** where the **Damage** occurred and the area immediately adjacent thereto; or
  - b. arising from **Pollution** not insured under this Section.

#### Designation

For the purpose of determining, where necessary, the item heading under which any **Property** is insured, the **Insurer** agrees to accept the designation under which such **Property** has been entered in the **Insured's** books.

#### Deterioration of stock

In event of **Stock**, whilst contained within refrigerating units, suffering deterioration or putrefaction due to or arising from:

1. change of temperature or
2. contamination caused by sudden and unforeseen leakage of refrigerant or refrigerant fumes from the unit;

then the **Insurer** will cover the **Insured** for the loss (including as result from **Unauthorised Access**, infection by a **Computer Virus**, or a **Denial of Service Attack** to the **Insureds Network**) of such deteriorated, putrefied or contaminated **Stock** provided that:

- a. the event giving rise to such deterioration, putrefaction or contamination occurs during the **Period of Insurance**; and
- b. the refrigerating machine is less than seven (7) years old and there is in force a planned maintenance programme for the servicing of the refrigerating machine at regular intervals by the manufacturer or a competent refrigeration engineer; and
- c. in respect of each occurrence of deterioration, putrefaction or contamination, the liability of the **Insurer** under this Section will not exceed the **Sub-Limit** stated in the **Schedule**;
- d. the **Insurer** shall not be liable for:

i. the failure of the electricity utility undertaking arising from the **Insured's** deliberate act, unless performed for the sole purpose of safeguarding life or protecting any part of the utility undertaking systems; or

ii. the failure of the electricity utility undertaking arising from any scheme of rationing not necessitated solely by **Damage** to the utility undertaking's generating or supply equipment; or

iii. wear and tear, deterioration or gradually developing flaws or defects in the unit or incorrect setting of thermostats and automatic controls; or

iv. the use of a refrigerating unit over seven (7) years old unless specifically agreed by the **Insurer** in writing;

v. deterioration of stock due to failure of the electricity supply services which does not exceed the **Time Excess** stated in the **Schedule**.

#### Drain clearance

The insurance provided by this Section in respect of **Property Insured** is extended to include reasonable costs and expenses necessarily incurred by the **Insured** in cleaning drains, sewers and gutters the **Property** of the **Insured** or for which the **Insured** is legally responsible following **Damage**.

#### European Union and public authorities including undamaged property and sprinklers

The insurance provided by this Section in respect of **Buildings** and **Contents** extends to include:

1. the additional costs of reinstating the **Property Insured**, including any undamaged portions thereof, necessary to comply with any:
  - a. European Union legislation; or
  - b. Act of Parliament; or
  - c. bye-laws of any public authority, (collectively referred to as the Stipulations);

in respect of the lost, destroyed or damaged **Property Insured** and undamaged portions thereof.

2. the additional cost of reinstating water supply equipment where the **Insurer** requires the **Insured** to comply with current *LPC Rules for Automatic Sprinkler Installations*, where the water supply equipment conformed to previous LPC Rules (when installed) but fails to conform to subsequent amendments to those Rules.

The **Insurer** shall not be liable under this Extension in respect of:

- i. costs incurred in complying with the Stipulations:
  - A. in respect of **Damage** occurring prior to the granting of this Extension; or
  - B. in respect of **Damage** not insured under this Section; or
  - C. where notice was served on the **Insured** before the **Damage** occurred; or
  - D. where an existing requirement must be completed within a stipulated period; or
  - E. in respect of property entirely undamaged by any cause insured against.
- ii. the additional cost that would have been required to make good any **Property** which has sustained **Damage**, to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.
- iii. the amount of any charge or assessment arising from capital appreciation, which may be payable by reason of compliance with the Stipulations

provided that:

- I. **Reinstatement** of the **Property Insured** must begin and be carried out as quickly as possible; and in any case must be completed within 12 (twelve) months after the **Damage** or within such further time as the **Insurer** may allow (during the said twelve month period) and may be carried out upon another site (if the Stipulations referred to above necessitate this)
- II. and in a manner suitable to the needs of the **Insured**, provided that this does not increase the liability of the **Insurers** under this Extension; and
- III. If the **Insurer's** liability under this Section is reduced by the application of any Terms or Conditions of this 'Generis- Commercial Property' Module, the **Insurer's** liability under this Extension shall be reduced proportionately; and
- IV. The maximum the **Insurers** shall pay for any item under this Section in respect of this Extension shall not exceed:
  - a) in respect of the lost, destroyed or **Damaged Property Insured**, its **Sum Insured**; or
  - b) in respect of undamaged portions of the **Property Insured** (other than foundations) is

15% (fifteen per cent) of the total amount the **Insurer** would have been liable to pay if the **Property Insured** by the item at the **Premises** where the **Damage** occurred, had been completely destroyed; or

c) in respect of European Union legislation, 15% (fifteen per cent) of its **Sum Insured** or where the **Sum Insured** by the item applies to **Property Insured** at more than one **Premises**, 15% (fifteen per cent) of the total amount for which the **Insurer** would have been liable had the **Property Insured** by the item at the **Premises** where **Damage** has occurred, been wholly destroyed; or

d) in respect of any other legislation or Code of Practice, its **Sum Insured** being part of and not in addition to the **Sum Insured** shown in the **Schedule**.

#### Exhibitions fairs or trade shows

The insurance provided by this Section is extended to include **Contents** and **Stock** whilst at any exhibition, fair or trade show in the **Territorial Limits**, including **Transit** to and from such exhibitions, fairs and trade shows. This Extension does not, however, apply to **Business Equipment** whilst **Unattended**.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Expediting costs

The **Insurer** shall pay costs necessarily and reasonably incurred in making temporary repairs upon and/or expediting the repair, **Reinstatement** or replacement of **Property** as a result of **Damage**. The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Fire Brigade / Emergency Services damage

The insurance provided by this Section is extended to include reasonable costs and expenses necessarily incurred by the **Insured** in reinstating or repairing landscaped gardens and grounds of the **Premises**, following damage caused by the Fire Brigade or other Emergency Service in consequence of **Damage**. The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Firefighting expenses

The insurance provided by this Section is extended to include:

- 1. the reasonable reimbursement costs of refilling, recharging or replacing any fire extinguishing or fire suppression appliances or equipment, including sprinkler installations and sprinkler heads following **Damage**; and



2. Fire Brigade charges and other extinguishing expenses for which the **Insured** may be assessed. The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Fixed glass**

The insurance provided by this Section is extended to include:

1. **Damage to Fixed Glass;**
2. **Damage** to any frames or framework which have to be removed to replace the **Fixed Glass;**
3. **Damage** to goods displayed for an amount not exceeding the **Sub-Limit** stated in the **Schedule** provided such **Damage** was not a direct result of theft or attempted theft.

The **Insurer** shall not be liable under this Extension in respect of **Damage to Fixed Glass** arising out of or caused by:

- a. removal or during alteration or repairs on or about the **Premises;** or
- b. cracking or imperfect glazing at the inception of this 'Generis- Commercial Property' Module; or
- c. **Fixed Glass** forming part of **Stock;** or
- d. scratching or chipping of **Fixed Glass** unless it extends through the complete fabric of the **Fixed Glass;** or e. wear and tear, gradual operating cause or the costs of maintenance; or
- f. **Fixed Glass** being in any **Unoccupied Premises;** or
- g. bulbs or tubes unless consequent upon **Damage to Fixed Glass;** or
- h. mechanical or electrical breakdown or the application of electrical energy; or i. interruption of the **Business.**

Notwithstanding c. (above) the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Fly tipping**

The insurance provided by this Section is extended to include the reasonable and necessary cost incurred by the **Insured** to remove property left at the **Premises** without the **Insured's** permission. This shall not cover loss resulting from interruption of or interference with the **Insured's** business.

the **Insurer's** liability shall not exceed the **Sub-Limit** stated in the **Schedule**.

**Inadvertent omission to insure**

The insurance provided by this Section is extended to include **Damage** inadvertently omitted from the 'Generis- Commercial Property' Module, provided that:

1. the **Insured** has notified the **Insurer** of its intention to insure all **Property** in which it is interested and believes all such **Property** to be insured; and
  2. such cover shall commence from the inception of the **Insured's** interest in the **Property,** subject to payment of the required premium; and
  3. the **Insured** shall declare full details of the **Property** to the **Insurer** as soon as the **Insured** is aware of any such omission;
- and
4. cover under this Extension shall be restricted to the **Territorial Limits** as stated in the **Schedule.** The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule.**

**Incompatibility of Computer System Records**

In the event of settlement of a claim resulting in the replacement of **Property Insured** with **Property** that is incompatible with the **Insured's** undamaged **Data Media,** the insurance provided by this Section is extended to include the cost of:

1. modification to **Business Equipment;**
2. replacing or reinstating **Electronic Data;**

necessarily and reasonably incurred with the consent of the **Insurer** to achieve compatibility.

**Leased premises difference in conditions / difference in limits (DIC/DIL)**

If during the **Period of Insurance** any buildings leased or rented by or to the **Insured** sustains **Damage** and where separate insurances are placed elsewhere in respect of such buildings under lease agreements or otherwise, the **Insurer** will indemnify the **Insured** in respect of:

1. the difference between the amounts recoverable under such other insurance and the amounts that (but for such amounts recoverable under such other insurance) would have been payable under this **Policy;** and
2. any difference in conditions between such other insurances and those contained within this 'Generis- Commercial Property' Module,

except that the **Insurer** will not be liable for any amount recoverable under the **Insured's** public or general liability policy. The **Insurer's** liability shall not exceed the **Sub-Limit** stated in the **Schedule**.

#### Loss of metered utilities

The insurance provided by this Section is extended to indemnify the **Insured** for any charges for which the **Insured** is legally responsible for and unable to recover from any other party, in respect of loss of metered water, oil, electricity or gas provided that:

1. loss of water, oil, electricity or gas is due to **Damage** at the **Premises** which is covered under this Section; and
2. the lost water, oil, electricity or gas is measured by the utility meter; and
3. the **Insured** maintains a record of readings from the utility meter at intervals of not more than ninety (90) days;  
and
4. the insurance provided by this Extension shall not apply to **Unoccupied Premises**; and
5. the **insurer's** liability in respect of any one (1) insured **Premises** is limited to such excess water, oil, electricity or gas charges demanded by the utility undertaking in consequence of **Damage**; and

the **Insurer's** liability shall not exceed the **Sub-Limit** stated in the **Schedule**.

#### Loss prevention

The insurance provided by this Section is extended to include the reasonable costs incurred in taking emergency action, including the prompt execution of temporary repairs, to prevent or minimise actual or impending **Damage** to **Property Insured** provided that:

1. any impending loss or **Damage** does not result from any reasonably foreseeable cause which could have been reasonably prevented by the **Insured**; and
2. the **Insurer** is satisfied that such loss or **Damage** has been avoided or reduced by means of the exceptional measures; and
3. the liability of the **Insurer** shall be limited to the amount of the saving to the **Insurer** achieved by such expenditure and the **Insurer's** liability under this Extension is limited to the **Sub-limit** stated in the **Schedule**; and

4. the terms and condition of this 'Generis-Commercial Property' Module apply as if loss or **Damage** had occurred.

#### Mortgagees, freeholders and lessors

The insurance provided by this Section is extended to include the interests of mortgagees, freeholders and lessors, who shall not be prejudiced by any increase in the risk of **Damage** resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any **Building** insured under this Section, provided that:

1. such increase in risk is without their prior knowledge or authority; and
2. the **Insurer** is notified immediately they become aware of such increase in risk; and
3. an additional premium is paid if required.

#### Other interests

The insurance provided by this Section is extended to include the interests of parties supplying property to the **Insured** under a hiring, leasing or similar agreement. The nature and extent of any such interest must be disclosed to the **Insurer** in the event of **Damage**.

#### Professional fees

The insurance provided by this Section in respect of **Buildings** and **Contents** includes an amount in respect of architects', surveyors', legal and other professional fees, reasonably and necessarily incurred in the **Reinstatement** of the **Property Insured** consequent upon it having sustained **Damage**, but not for preparing any **Claim**. The amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such **Damage**.

#### Property at unspecified locations

The insurance provided by this Section is extended to include the **Insured's Property** stored at any location not shown in the **Schedule**.

Notwithstanding anything in this 'Generis- Commercial Property' Module to the contrary the **Insurer** shall not be liable for losses caused by the perils of flood, windstorm and earthquake outside the **United Kingdom**.

#### Re-erection of machinery costs

The insurance provided by this Section in respect of **Contents** is extended to include the cost of re-erecting, fitting or fixing plant and machinery following **Damage**, provided that the Basis of Settlement in respect of such machinery is **Reinstatement**.

### Rent payable

The insurance provided by this Section is extended to include **Rent Payable** where the **Premises** or any part thereof are unfit for occupation in consequence of:

1. **Damage** to the **Premises**, or
2. **Damage** elsewhere on or about the **Premises**.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

### Replacement locks

The insurance provided by this Section is extended to include the reasonable costs necessarily incurred by the **Insured** in the replacement of locks at the **Premises** to a standard equal to but not better than their original standard, following:

1. the accidental loss or theft of keys (including electronic keys or cards and reprogramming costs thereof); or
2. reasonable evidence that such keys have been copied by an unauthorised person, provided that the **Insurer** is notified of the loss or theft immediately.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

### Seasonal increase

The **Sum Insured** by this Section in respect of **Stock** shall be increased by 25% for the months of November, December and January in each year.

### Services

The insurance provided by this Section in respect of **Buildings** and **Contents** is extended to include telephone, gas, water, and electric instruments, meters, piping, cabling and the like, and the accessories thereof, including similar **Property** in adjoining yards or roadways or underground, the **Property** of the **Insured** or for which the **Insured** is legally responsible.

### Temporary boarding up

The insurance provided by this Section in respect of **Damage** to **Fixed Glass** is extended to include the reasonable costs incurred by the **Insured** of any necessary boarding up or temporary glazing, pending the replacement of broken glass and of removing and re-fixing window fittings and other obstacles to such replacement.

This Extension does not apply to:

1. breakage occasioned by or happening through removal or during alteration or repairs on or about the **Premises**; or

2. **Damage** to lettering, silvering, embossing or ornamental work; or
3. the repair or replacement of frames or other fittings; or
4. loss of or **Damage** to goods displayed in windows or showcases; or
5. loss due to interruption of the **Business** or other **Damage** or injury consequent upon the breakage of the plate glass or due to delay in the replacement thereof; or
6. any **Fixed Glass** cracked or imperfectly glazed at the inception of this 'Generis- Commercial Property' Module.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

### Temporary removal

The insurance provided by this Section is extended to include **Contents** whilst temporarily removed for cleaning, renovation, repair or similar purposes, elsewhere on the same **Premises** or to any premises not in the **Insured's** occupation and whilst in **Transit** thereto and therefrom, all in the **Territorial Limits**.

This Extension does not apply to:

1. **Property** insofar as it is otherwise insured; or
2. motor vehicles and motor chassis licensed for road use; or
3. **Property** removed for more than 90 (ninety) consecutive days.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

### Theft damage to buildings

If the **Insured** is responsible for the cost of **Damage** to **Buildings** that are not insured by this Section, the **Insurer** will indemnify the **Insured** for an amount in respect of **Damage**, arising from theft or any attempted theft to such **Buildings**.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

### Trace and access

The insurance provided by this Section is extended to include the costs necessarily and reasonably incurred in locating the source of any escape of water from any fixed water services, heating installation or the escape of fuel oil or gas including the repair to walls, floors or ceilings

necessary as a direct result of the location work in the event of **Damage**, except that:

1. the **Insurer** will not be liable for the cost of repairs to any fixed water services or heating installation; and
2. the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Trees, shrubs, plants or lawns**

The insurance provided by this Section is extended to include **Damage** to trees, shrubs, plants or lawns at any **Premises** caused by or resulting from fire or explosion.

the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Undamaged tenants' improvements**

The insurance provided by this Section is extended to include the cost of reimbursing the **Insured's** tenants for their undamaged improvements which are no longer available to such tenants, where a lease is terminated as a direct result of **Damage**.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Transfer of interest**

Notwithstanding any other provisions to the contrary, if at the time of **Damage** to **Buildings**, the **Insured** shall have contracted to sell its interest in such **Building** and the purchase has yet to be completed but shall thereafter be completed, the purchaser of the **Building** shall be entitled to the benefit of the insurance under this Section, provided the **Building** is not otherwise insured and provided that it relates to **Damage** that does not prejudice the rights and liabilities of the **Insured** or **Insurer** under this Section up until the date of completion.

**Vehicles licensed for road use**

The insurance provided under this Section is extended to cover **Damage** to vehicles licensed for road use (including accessories thereon) and their contents whilst situated on the **Premises** provided that:

1. the vehicles are the **Property** of the **Insured**; and
2. the insurance provided under this Extension shall not be brought into contribution with any more specific insurance, except as regards any excess beyond the amount recoverable under such more specific insurance.

**Workmen**

The insurance provided by this Section is extended to allow workmen in or about any of the **Premises** for the purpose of carrying out new alterations, repairs, decorations and maintenance without prejudice to the insurance under this Section.

**Works of art**

In respect of any work of art the basis upon which the amount payable in respect of the **Property Insured** is to be calculated shall be as follows:

1. for "Works of Art" individually described and listed as an item of **Property Insured** the lesser of:
  - a. the value agreed by the **Insurer** and shown in the **Schedule** as the **Sum Insured**; or
  - b. the cost to restore or repair the item plus any depreciation in value remaining after restoration or repair.
2. Where "Works of Art" are described as a part of a pair or set the basis upon which the amount payable in respect of the **Property Insured** is to be calculated shall be:
  - a. the value agreed by the **Insurer** and shown in the **Schedule** as the **Sum Insured**; or
  - b. the cost to repair the pieces and if the pair or set with the repaired pieces has a lower market value than it had prior to the **Damage** the **Insurer** will reimburse the difference; or
  - c. the stated value of the pieces prior to the **Damage** when the pieces cannot be found or repaired and if the remaining pieces have a reduced market value the **Insurer** will reimburse the difference after consultation with the **Insured**.

The **Insurer** will not pay more than the **Sum Insured** applying to the item of **Property Insured** in respect of the pair or set as shown in the **Schedule**.

3. for "Unspecified Works of Art" not individually described and listed in the **Schedule** and being subject to the following Special Provision – Underinsurance Condition the lesser of;
  - a. the market value immediately prior to the loss; or
  - b. the cost to restore or repair the item plus any depreciation in value remaining after restoration or repair, provided that:
    - i. the liability of the **Insurer** shall in no case exceed in respect of each insured item of **Property Insured** the

**Sum Insured** for that item in the **Schedule**;

- ii. in respect of unspecified works of art for which paragraph 3. b. applies the **Insurer's** liability in respect of any one work of art is limited to the amount stated in the **Schedule**;
  - iii. the market value of all items must have been assessed by a competent valuer as the market value of the item and any claim for diminution in value must be supported by a revaluation by a competent valuer; and
  - iv. all items must be revalued by a competent valuer regularly and in any event at intervals not exceeding five (5) years;
  - v. following payment of the full amount insured for any item pair or set the **Insurer** will become the full owners and reserve the right to take possession of the item pair or set.
- c. if any **Sum Insured** to which this Basis of Settlement and Special Provision applies is at the commencement of **Damage** less than the total value (and where relating to 3. b. this shall mean the market value) of the **Property Insured** within such **Sum Insured** the amount payable by the **Insurer** in respect of such **Damage** will be proportionately reduced and the **Insured** considered to be their own insurer for the difference.

**Unavoidable betterment**

In the event that **Damaged Property Insured** cannot be repaired necessitating complete replacement and such **Property Insured** cannot be replaced with property of a condition equivalent to or substantially the same as but not better than or more extensive than the **Property Insured's** condition when new the **Insurer** will pay the cost of new property which represents the next best available model, provided that the **Insurer** shall not be liable for any additional expenditure incurred to ensure compatibility of the new property with existing property.

**SPECIAL EXTENSIONS**

The following Special Extensions apply to this Section if stated as "Operative" in the **Schedule**, in addition to the Automatic Extensions set out above. Special Extensions are subject to the Limit of Liability, Terms and Conditions of this Section and the 'Generis-Commercial Property' Module.

**Day One reinstatement (non-adjustable)**

If **Buildings** and/or **Contents** in the **Schedule** show differing values under the **Sum Insured** and "Declared

Value" headings, they represent the "Declared Value" of each of the items subject to the Basis of Settlement of this Section and the insurance provided by this Extension in respect of those items shall be on a "Day One" **Reinstatement** basis and the **Insurer's** liability in respect of such **Building** or **Contents** shall be limited to a sum equal to the "Declared Value", plus a reasonable uplift to reflect inflationary factors which may operate subsequently (but not exceeding the amount stated in the **Schedule**).

The "Declared Value" shall mean the **Insured's** reasonable estimate of the cost of **Reinstatement** of such **Property Insured** calculated in accordance with the definition of **Reinstatement**, on the basis of the costs prevailing at the commencement (Day One) of the **Period of Insurance** (ignoring any inflationary factors which may operate subsequently) and such **Reinstatement** shall include an allowance for:

1. professional fees;
2. debris removal costs; and
3. the additional cost of **Reinstatement** to comply with European Union or Public Authority requirements as set out in Extension – 'Debris removal', Extension – 'European Union and public authorities including undamaged property and sprinklers' and Extension – 'Professional Fees' of this Section

provided that it is hereby understood that the premium has been calculated in accordance with the

- a. **Insured's** written "Declared Value" of the **Property Insured**; and
- b. at the commencement of each subsequent **Period of Insurance**, the **Insured** shall provide to the **Insurer** details of the "Declared Value" of the **Property Insured**. In the absence of such a declaration, the **Insurer** shall rely on the last amount declared by the **Insured** for the purposes of the following 12 (twelve) month period; and
- c. if at the time of the **Damage**, the "Declared Value" of the **Property Insured** is less than the cost of **Reinstatement** at the commencement of the **Period of Insurance**, then the **Insurer's** liability for the **Damage** shall not exceed that proportion of **Damage** which the "Declared Value" bears to such cost of **Reinstatement**. This proviso applies separately to each "Declared Value".

Extension – 'Capital additions, alterations and improvements' shall not be subject to this Special Extension.

**Specified property**

The insurance provided under this Section is extended to cover **Damage** to **Specified Property** and as stated in the **Schedule**.

**Subsidence**

1. The Exclusion in respect of Subsidence under 'Section – Property Damage' and Exclusion in respect of Subsidence under 'Section – Business Interruption' are deleted and of no further effect;
  2. This Section is extended to include **Damage** caused by subsidence, landslip or ground heave of any part of the site on which the **Property Insured** stands, excluding **Damage**:
    - a. resulting from:
      - i. collapse, cracking, shrinkage or settlement of **Building(s)** or any part thereof; or ii. coastal or river erosion; or
      - iii. defective design or workmanship or the use of defective materials, including inadequate construction of foundations; or
      - iv. settlement or movement of made up ground; or
      - v. the normal settlement or bedding down of new structures.
    - b. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured hereunder where such **Damage** also affects the structure of the **Building(s)** insured herein against such **Damage**; or
    - c. which originated prior to the inception of this cover; or
    - d. resulting from:
      - i. demolition, construction, structural alteration or repair of any **Building(s)**;
      - or
      - ii. groundwork or excavation;
- at the same **Premises**.

It is a condition that the **Insured** shall notify the **Insurer** immediately when they become aware of any construction, demolition, excavation or groundwork being carried out at any adjoining site.

The **Insurer** shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

## SECTION – BUSINESS INTERRUPTION

This Section of the ‘Generis- Commercial Property’ Module applies only to **Damage** occurring during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

### INSURING CLAUSE

The **Insurer** shall indemnify the **Insured** in respect of **Consequential Loss** arising from any **Incident** occurring during the **Period of Insurance** provided that, at the time of the **Incident**, the **Damage** is insured under an insurance policy covering the interest of the **Insured** in the **Property** at the **Premises** against such **Damage** and such property is of a type and kind not excluded by this ‘Generis- Commercial Property’ Module and:

1. payment shall have been made or liability admitted for such **Damage**; or
2. payment would have been made or liability admitted for such **Damage** but for the operation of the **Deductible**.

#### Notes:

1. Current cost accounting – for the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded.
2. VAT – to the extent that the **Insured** is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

### LIMIT OF LIABILITY

The **Insurer’s** liability under this Section shall not exceed the total **Sum Insured**, the **Sum Insured** on each item and any other limits specified in the **Schedule**.

### BASIS OF SETTLEMENT – GROSS PROFIT

#### Gross profit

The insurance under this item is limited to loss of **Gross Profit** due to:

1. Reduction in **Turnover**; and
2. Increase in cost of working

The amount payable as indemnity hereunder shall be:

- a. in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall, in consequence of the **Incident**, fall short of the **Standard Turnover**; or
- b. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing

the reduction in **Turnover** which, but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of

**Gross Profit** as may cease or be reduced in consequence of the **Incident**.

### SPECIAL CONDITIONS – GROSS PROFIT

In addition to the Policy Conditions the following Conditions apply to **Gross Profit** only,

#### Underinsurance

If the **Sum Insured** under **Gross Profit** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or proportionate to a multiple thereof where the **Maximum Indemnity Period** exceeds 12 (twelve) months), the amount payable by the **Insurer** shall be proportionately reduced.

#### Gross profit

1. If any standing charges of the **Business** are not insured by this Section, then in calculating the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the **Uninsured Working Expenses**.

2. The premium paid for **Gross Profit** may be adjusted on receipt by the **Insurer** of a declaration of **Gross Profit** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by the **Insured’s Auditors**. If any **Incident** occurs giving rise to a **Claim** for loss of **Gross Profit**, the above mentioned declaration shall be increased for the purposes of premium adjustment by the amount by which the **Gross Profit** was reduced during the financial year solely in consequence of the **Incident**.

3. If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months) is less than the **Gross Profit Sum Insured** for the relative **Period of Insurance**, the **Insurer** shall allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid.

### BASIS OF SETTLEMENT – GROSS REVENUE

#### Gross Revenue

The insurance under this item is limited to:

1. Loss of **Gross Revenue**; and

2. Increase in cost of working

The amount payable by the **Insurer** as indemnity hereunder shall be:

a. In respect of loss of **Gross Revenue**, the amount by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Incident**, fall short of the **Standard Gross Revenue**; or

b. In respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred by the **Insured** for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue**, which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the amount of the reduction in **Gross Revenue** thereby avoided;

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** as may cease or be reduced in consequence of the **Incident**.

**SPECIAL CONDITIONS – GROSS REVENUE**

In addition to the Policy Conditions the following Conditions apply to **Gross Revenue** only.

**Underinsurance**

If the sum insured under **Gross Revenue** is less than the **Annual Revenue** (or proportionate to a multiple thereof where the **Maximum Indemnity Period** exceeds 12 (twelve) months, the amount payable by the **Insurer** shall be proportionately reduced.

**Gross revenue**

1. The premium paid for **Gross Revenue** may be adjusted on receipt by the **Insurer** of a declaration of **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by the **Insured's Auditors**. If any **Incident** shall have occurred giving rise to a **Claim** for loss of **Gross Revenue**, the above mentioned declaration shall be increased for the purposes of premium adjustment by the amount by which the **Gross Revenue** was reduced during the financial year solely in consequence of the **Incident**.

2. If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months) is less than the **Sum Insured** for the relative **Period of Insurance**, the **Insurer** shall allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid for **Gross Revenue**.

**EXTENSIONS**

Applicable to Gross Profit' or 'Gross Revenue'.

Notwithstanding any Exclusions to the contrary, the following Extensions of cover shall apply, subject always to all other limits, Terms and Conditions of this Section.

**Accountants' fees**

Any particulars or details in the **Insured's** books of account or other business books or documents which may be required by the **Insurer** for the purpose of investigating or verifying any **Claim** hereunder may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report shall be sufficient evidence of the particulars and details to which such report relates.

The **Insurer** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the **Insurer** and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents, provided that the **Insurer's** liability for charges payable under this clause shall be limited to the applicable **Sub-Limit** stated in the **Schedule**.

**Contractual penalties**

This insurance extends to cover the fines and damages that the **Insured** is legally liable to pay for breach of a written contract for non-completion or late completion of orders incurred solely in consequence of **Damage** during the **Period of Insurance**, provided that the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Declaration linked loss of gross profit / loss of gross revenue**

The following amendments are made to the **Schedule** and to 'Section – Business Interruption' to change this Section to the Declaration Linked basis:

1. On the **Schedule** the words **Estimated Gross Profit** or **Estimated Gross Revenue** whichever is insured hereunder replace the **Sum Insured**;
2. **Gross Profit** shall read 'on **Estimated Gross Profit**' or **Gross Revenue** 'on **Estimated Gross Revenue**';
3. Special Condition – Underinsurance is deleted;
4. The following 'Limit of Liability' is added in respect of **Gross Profit** or **Gross Revenue**, whichever is insured under this Section provided always that the liability of the **Insurer** shall in no case exceed, in respect of **Gross Profit** or **Gross Revenue** 133.1/3% (one hundred and thirty three and one third percent) of the **Estimated Gross**



**Profit** or **Estimated Gross Revenue** whichever stated as insured in the **Schedule**, nor in the whole 133.1/3% (one hundred and thirty three and one third percent) of the **Estimated Gross Profit** or **Estimated Gross Revenue** whichever is stated as insured in the **Schedule** and 100% (one hundred percent) of the **Sum Insured** by other Items or such sum as may be substituted by the **Insurer**.

5. The following clauses also apply to this Extension.

a. **Premium Adjustment**

i. The first and annual premiums in respect of **Estimated Gross Profit** or **Estimated Gross Revenue** are provisional and are based on the **Estimated Gross Profit** or the **Estimated Gross Revenue** whichever is insured hereunder. The **Insured** shall provide to the **Insurer** not later than 6 (six) months after the expiry of each **Period of Insurance**, a declaration confirmed by the **Insured's Auditors** of the **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance**.

ii. If any **Incident** shall have occurred giving rise to a **Claim** for loss of **Gross Profit** or loss of **Gross Revenue** the above mentioned declaration shall be increased by the **Insurer**, for the purposes of premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely in consequence of the **Incident**.

iii. If the declaration (adjusted as provided above or proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months):

- a. is less than the **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever insured) for the relative **Period of Insurance**, the **Insurer** shall allow a pro rata return of premium paid on the **Estimated Gross Profit** or **Estimated Gross Revenue** but not exceeding 50% (fifty percent) of such premium; or
- b. is greater than the **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever insured) for the relative **Period of Insurance**, the **Insured** shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit** or **Estimated Gross Revenue**, whichever is insured hereunder.

b. **Renewal**

The **Insured** shall prior to each renewal furnish the **Insurer** with the **Estimated Gross Profit** or the **Estimated Gross Revenue** (whichever insured) for the financial year most nearly concurrent with the ensuing **Period of Insurance**.

**Denial of access**

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property** within 1 (one) kilometre of the **Premises** and which prevents or hinders the use of the **Property Insured** or access to the **Premises**, whether or not the **Property Insured** or the **Premises** suffer **Damage** provided that:

- 1. the **Maximum Indemnity Period** shall be the amount stated in the **Schedule**; and
- 2. there shall be no liability for any **Consequential Loss** within the **time excess** stated in the **Schedule** of any interference with the **Business**; and
- 3. the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Denial of Access – non damage**

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property** within 1 (one) kilometre of the **Premises** any action of the police or other statutory authority which shall prevent or hinder the use of the **Premises** or access thereto in consequence of:

- 1. a gas leak; or
- 2. a bomb hoax; or
- 3. the making safe or enforced detonation of munitions of **war** or parts thereof;

provided that:

- a. the **Maximum Indemnity Period** shall be the amount stated in the **Schedule**; and
- b. there shall be no liability for any **Consequential Loss** within the **Time Excess** stated in the **Schedule** of any interference with the **Business**; and
- c. the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

**Disease, infestation, murder and defective sanitation**

The **Insurer** will indemnify the **Insured** for loss as covered by this Section in consequence of any of the following events:

- 1. any occurrence of a **Notifiable Disease** at the premises or attributable to food or drink supplied from the **Premises**;
- 2. any discovery of any organism at the **Premises** likely to result in the occurrence of a **Notifiable Disease**;
- 3. any occurrence of a **Notifiable Disease** within a radius of 250 (two hundred and fifty) metres of the **Premises**;

4. the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;

5. any accident causing defects in the drains or other sanitary arrangements within a radius of 250 (two hundred and fifty) metres which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;

6. any occurrence of murder or suicide within a radius of 250 (two hundred and fifty) metres of the **Premises**;

provided that:

a. the **Insurer** shall only be liable for loss arising at those **Premises** which are directly subject to the incident;

b. the **Insurer** shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated above;

c. the **Insurer's** maximum liability under this clause in respect of any 1 (one) incident shall not exceed the **Sub-Limit** stated in the **Schedule**.

#### National Lottery

For the purpose of this Extension Employee shall mean:

Any person while working for the **Insured** in connection with the Business who is under a contract of service or apprenticeship.

In the event an Employee or group of Employees resigns from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery cover extends to include the additional costs and/or expenses the **Insured** incurs, including but not limited to

1. recruitment and additional overtime costs
2. the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

Provided that

a. the Employee or group of Employees resigns within 14 days from the date of the successful Lottery win, and

b. the amount won by any one Employee is not less than £100,000

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Interdependency

The **Insurer** will indemnify the **Insured** in respect of **Consequential Loss** arising from any **Incident** occurring during the **Period of Insurance** at an undamaged

premises of the **Insured** provided that the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Loss of attraction

The insurance provided by this Section extends to include **Consequential Loss** following **Damage to Property** within 2 (two) kilometres of the **Premises** which shall directly cause loss of custom to the **Insured** whether or not the **Property Insured** or the **Premises** suffer **Damage** provided that:

1. there shall be no liability for any loss of custom arising within the **Time Excess** stated in the **Schedule** following damage at the property; and

2. there shall be no liability for any loss of custom following damage at the property of any electricity, gas, telecommunications or water provider; and

3. the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Property stored

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property Insured** stored anywhere in the **United Kingdom** other than at any **Premises**.

The **Insurer** shall not be liable for losses caused by the perils of flood, windstorm and earthquake outside the **United Kingdom**. The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Property in transit

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property Insured** whilst in **Transit** by road rail or inland waterway anywhere in the **United Kingdom** provided that the **Insurer** shall not be liable for any **Claim** arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft. The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Public utilities – providers' premises

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property** at the **Premises** of the following public utilities from which the **Insured** obtains supplies or services:

1. any generating station or sub-station of the public electricity supply undertaking from which the **Insured** obtains electricity; or

2. any land-based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the **Insured** obtains gas; or

3. any water works or pumping station of the public water supply undertaking from which the **Insured** obtains water; or
4. any land-based telecommunication services to the **Premises**.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

The **Insurer** shall not be liable for total or partial failure occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial cessation of work.

#### Public utilities – terminal ends

The insurance provided by this Section extends to include **Consequential Loss** following the accidental failure of:

1. the public supply of electricity at the terminal ends of the supply undertaking's service feeders at the **Premises**; or
2. the public supply of gas at the supply undertaking's meters at the **Premises**; or
3. the public supply of water at the supply undertaking's main stop cock serving the **Premises**; or
4. the public supply of telecommunications services, other than satellite services, at the incoming line terminals or receivers at the **Premises**,

but excluding any failure:

- a. which does not involve a cessation of supply within the **Time Excess** stated in the **Schedule**; or
- b. caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services; or
- c. due to strikes or any labour or trade dispute or any industrial action; or d. due to drought; or
- e. due to atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions;

provided that:

- i. the **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**;
- ii. the **Maximum Indemnity Period** under this Extension shall not exceed the period stated in the **Schedule**.

#### Specified customers' premises

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property** at the premises of the **Insured's** customers, as stated in the **Schedule** provided that the **Insurer** shall not be liable for

losses caused by the perils of flood, windstorm and earthquake outside the **United Kingdom**.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** in respect of each customer and as stated in the **Schedule**.

#### Specified suppliers' premises

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property** at the premises of the **Insured's** suppliers as stated in the **Schedule**.

The premises or facilities of any supply undertaking from which the **Insured** obtains electricity, gas, water, or telecommunication services shall not be deemed to be the premises of the **Insured's** suppliers, manufacturers or processors.

The **Insurer** shall not be liable for losses caused by the perils of flood, windstorm and earthquake outside the **United Kingdom**. The **Insurer's** liability under this Extension is limited to the **Sub-Limit** in respect of each supplier and as stated in the **Schedule**.

#### Unspecified customers' premises

The insurance provided by this Section extends to include **Consequential Loss** following damage to property at the premises of any of the **Insured's** customers situated in the European Union, but cover under this Extension outside the **United Kingdom** unless agreed by the **Insurer** in writing, shall only be provided where such damage resulting in the **Consequential Loss** is caused by fire, lightning, explosion or aircraft or articles dropped therefrom.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

#### Unspecified suppliers' premises

The insurance provided by this Section extends to include **Consequential Loss** following damage to **Property** at the premises of any of the **Insured's** unspecified suppliers, manufacturers or processors of components, goods or materials situated in the European Union, but cover under this Extension outside the **United Kingdom** unless agreed by the **Insurer** in writing, shall only be provided where such damage resulting in the **Consequential Loss** is caused by fire, lightning, explosion or aircraft or articles dropped therefrom.

Under this Extension the premises or facilities of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunication services shall not be deemed to be the premises of the **Insured's** suppliers, manufacturers or processors.

The **Insurer's** liability under this Extension is limited to the **Sub-Limit** stated in the **Schedule**.

## OPTIONAL EXTENSIONS

### Increase in Cost of Working

The insurance under Increase in cost of Working is limited to the additional expenditure necessarily and reasonably incurred by the **Insured** with the prior written consent of the **Insurer** in consequence of the **Incident**, in order to prevent or minimise the interruption of or interference with the **Business** which, but for that expenditure, would have taken place during the **Indemnity Period** (including the cost of removal to and from temporary premises and expenses incidental thereto, increase in rents, rates and taxes, salaries of additional staff and overtime payments) but only in so far as such additional expenditure is not recoverable under any other item of this 'Generis-Commercial Property' Module.

The **Insurer's** liability under this basis of settlement is limited to the **Sum Insured** in the **Schedule**.

### Additional Increased Cost of Working

The insurance under additional increased cost of working (when shown in the Schedule if operative) is limited to the reasonable costs for the additional cost of working which:

- a is necessarily and reasonably incurred due to **Damage**, solely to maintain the **Business** during the **Indemnity Period**; and
- b exceeds the amount recoverable in respect of increase in cost of working stated under:
  - i **Estimated Gross Profit**;
  - ii Loss of **Rent Receivable**; or
  - iii **Estimated Gross Revenue**,

The **Insurer's** liability under this basis of settlement is limited to the **Sum Insured** in the **Schedule**.

### Outstanding Debit Balances

The insurance under **Outstanding Debit Balances** is limited to loss of **Outstanding Debit Balances** incurred by the **Insured** following the **Incident**, as insured by this Section, to the **Insured's** books of account or other **Business** books or records at the **Premises**, and the maximum liability in respect of any one **Occurrence** shall not exceed whichever is the lesser of the total of:

1. the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof; and
2. the additional expenditure necessarily and reasonably incurred with the prior written consent of the **Insurer** for the sole purpose of tracing and establishing customers' debit balances after the **Incident**; or the **Sum Insured** in the **Schedule**, but excluding any loss or expenditure arising from bad debts or erasure, distortion or corruption or deliberate

falsification of **Business** records; provided that the **Insured** shall maintain an accurate monthly record of all **Outstanding Debit Balances** and shall either:

- a. keep such record in fire-resistant safe(s) or fire-resistant cabinet(s) when not in use; or
- b. keep a duplicate record in a building separate from that in which the working record is kept.

### Loss of Rent Receivable

The insurance under loss of **Rent Receivable** is limited to:

1. loss of **Rent Receivable**; and
2. Increase in Cost of Working
3. The amount payable by the **Insurer** as indemnity hereunder shall be:
  - a. in respect of loss of **Rent Receivable**, the amount by which the **Rent Receivable** during the **Indemnity Period** shall, in consequence of the **Incident**, fall short of the **Standard Rent Receivable**; and
  - b. in respect of Increase in Cost of Working, the additional expenditure reasonably and necessarily incurred by the **Insured** for the sole purpose of avoiding or diminishing the reduction in **Rent Receivable** which, but for that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided, less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Incident**.

The **Insurer's** liability under this basis of settlement is limited to the **Sum Insured** in the **Schedule**.

### Research and Development Expenditure

The Insurance under **Research and Development Expenditure** is limited to Interruption of or interference with the **Business** in consequence of **Damage** to research and development records contained within the **Premises**.

We will pay the reasonable and necessary costs incurred during the **Indemnity Period** solely to re-constitute records and re-work projects and to restore research and development projects to a state substantially similar to that which existed before the **Damage** provided that:

- (a) the Maximum **Indemnity Period** in respect of this Extension will not exceed 12 months
- (b) Our liability in respect of any one occurrence will not exceed the amount stated in the **Schedule**.

### Flexible First Loss Limit

The insurance under Flexible First Loss limit shall be calculated as any combination of:

1. **Gross Profit;**
2. **Gross Revenue;**
3. Increase in Cost of Working;
4. **Outstanding Debit Balances;**
5. Loss of **Rent Receivable**

sustained by the **Insured** under the applicable and operative Basis of Settlement provisions during the **Indemnity Period**.

### SPECIAL CONDITIONS

The following Conditions apply to loss of **Rent Receivable** only, in addition to the Policy Conditions.

1. If the **Sum Insured** is less than the **Annual Rent Receivable** (or proportionate to a multiple thereof where the **Maximum Indemnity Period** exceeds 12 (twelve) months) the amount payable by the **Insurer** shall be proportionately reduced.
2. The premium paid for this basis of settlement may be adjusted on receipt by the **Insurer** of a declaration of **Rent Receivable** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by the **Insured's Auditors**. If any **Incident** shall have occurred giving rise to loss of **Rent Receivable**, the above-mentioned declaration shall be increased for the purpose of premium adjustment by the amount by which the **Rent Receivable** was reduced during the financial year solely in consequence of the **Incident**.
3. If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months) is less than the **Rent Receivable Sum Insured** for the relative **Period of Insurance**, the **Insurer** shall allow a pro rata return premium not exceeding 50% (fifty percent) of the premium paid for this basis of settlement.

### CONDITIONS

In addition to the Policy Conditions the following Conditions apply to this Section only. It is a condition to any liability of the **Insurer** under this Section that:

#### Accumulated stock

In adjusting any loss, account shall be taken (and an appropriate allowance made) if any reduction in **Turnover** due to the **Incident** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

### Alternative trading

If during the **Indemnity Period** goods shall be sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by the **Insured** or by others on the **Insured's** behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

### Cessation of business

This Section of the '**Generis-Commercial Property**' **Module** shall be avoided if the **Business** is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued unless the continuation of this Section is agreed in writing by the **Insurer**.

### Departmental clause

If the **Business** is conducted in departments, the independent results of which are ascertainable, Increase in Cost of Working and reduction in **Turnover** under basis of settlement **Gross Revenue** shall apply separately to each department affected by the **Incident**, except that if the **Sum Insured** by the said basis of settlement is less than the aggregate of the sums produced by applying the relevant definition of the item for each department of the **Business** (whether affected by the **Incident** or not), the amount payable by the **Insurer** shall be proportionately reduced.

### Due diligence

In the event of an **Incident** that may give rise to a **Claim** under this Section, the **Insured** shall with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the **Business**.

### First twelve months' trading

In the event of a **Claim** arising from an **Incident** occurring before the completion of the first 12 (twelve) months trading of the **Business** at the **Premises**, any terms in the definitions referring to **Turnover** or **Gross Revenue** during a prior period of 12 (twelve) months shall be adjusted so as to apply to the **Turnover** or **Gross Revenue** during the period from commencement of the **Business** to the date of the **Incident**.

### Payments on account

Payments on account shall be made by the **Insurer** to the **Insured** during the **Indemnity Period** if required.

### Reinstatement of loss

In the event of loss or losses occurring under this Section, it is hereby mutually agreed to reinstate the **Sum Insured** of the item(s) affected to the full amount from the time of the occurrence of such loss or losses until expiry of this '**Generis-Commercial Property**' **Module** and that an

additional premium (calculated pro rata of the insurance rate) from the date of such loss or losses to expiry of this '**Generis-Commercial Property**' **Module**, shall be paid by the **Insured** upon the amount of such loss or losses when such loss or losses is/are settled. However, the liability of the **Insurer** shall not exceed the **Sum Insured** in respect of any one loss.

#### **Salvage sale**

If following an **Incident** giving rise to a **Claim** under this Section, the **Insured** shall hold a salvage sale during the **Indemnity Period**, basis of settlement **Gross Profit** shall for the purpose of such **Claim** read as follows:

in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall in consequence of the **Incident** fall short of the **Standard Turnover** from which sum shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.

## SECTION – GOODS IN TRANSIT (OWN GOODS)

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This Section of the ‘Generis-Commercial Property’ Module applies only to **Damage** occurring during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

### INSURING CLAUSE

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The **Insurer** shall indemnify the **Insured** in respect of **Damage** to **Property Insured** whilst in **Transit** anywhere within the **United Kingdom**, occurring during the **Period of Insurance** and arising from any external and accidental cause.

### LIMIT OF LIABILITY

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The **Insurer’s** liability under this Section shall not exceed the total **Sum Insured**, the **Sum Insured** on each item or any other limits specified in the **Schedule**.

### BASIS OF SETTLEMENT

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At the **Insurer’s** sole discretion, the **Insurer** shall either:

1. indemnify the **Insured** in respect of the value of the **Property Insured**, or any part thereof affected by the **Damage**, at the time of it having sustained **Damage** or the amount of the **Damage**; or
2. reinstate or replace the **Property Insured**, or any part thereof affected by the **Damage**.

### CONDITIONS

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In addition to the Policy Conditions the following Conditions apply to this Section only. It is a condition to any liability of the **Insurer** under this Section that:

#### Proof of dispatch

No **Claim** shall be payable by the **Insurer** for which no proof of dispatch is provided.

#### Roadworthy vehicles

The **Insured** shall maintain **Vehicles** in a roadworthy condition.

### EXTENSIONS

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Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply subject always to the limits, Terms and Conditions of this Section and the ‘Generis-Commercial Property’ Module.

#### Clothing and personal effects

The **Insurer** shall pay for **Damage** to clothing and personal effects of the driver and/or attendant caused by or

following an accident to the conveying **Vehicle** or trailer whilst going about the **Business** of the **Insured** for an amount not exceeding the **Sub-Limit** of liability stated in the **Schedule**.

#### Property removed from vehicles

The insurance provided by this Section is extended to include **Property Insured** removed from **Vehicles** whilst contained in secure private dwellings, hotels or other secure buildings provided that **Damage** caused by theft or attempted theft is consequent upon forcible and violent entry or exit only.

#### Tarpaulins sheets ropes

The **Insurer** shall pay for **Damage** to tarpaulins, sheets, ropes, securing chains, packing materials, dunnage and toggles owned by the **Insured** or for which the **Insured** is responsible provided that such **Damage** is caused whilst the **Insured Goods** are in use on **Vehicles** owned or operated by the **Insured** for an amount not exceeding the **Sub-Limit** of liability stated in the **Schedule**.

#### Tools and travellers samples

The **Insurer** shall pay for **Damage** to **Directors’, Partners’** or **Employees’** tools and samples on the **Vehicle** or trailer for an amount not exceeding the **Sub-Limit** of liability stated in the **Schedule**.

**EXCLUDED PROPERTY FOR SECTIONS – PROPERTY, BUSINESS INTERRUPTION AND GOODS IN TRANSIT**

In addition to the Policy Exclusions the following Exclusions apply:

The **Insurer** shall not be liable in respect of **Damage** or **Consequential Loss** to:

1. glass (other than **Fixed Glass**), china, earthenware, marble statuary, or other fragile or brittle objects other than **Damage** which results from a **Defined Peril** and is not otherwise excluded;
2. jewellery precious stones, precious metals, bullion, furs, curiosities, works of art or rare books except as provided by the 'Works of Art' Extension;
3. land, roads, pavements, piers, jetties, bridges, culverts or excavations;
4. livestock, growing crops or trees;
5. **Money** or securities of any description;
6. **Property** in **Transit**, except as provided for under 'Section - Goods in Transit' and the Extensions to Business Interruption – 'Property in transit';
7. property or structures in the course of construction or erection and the materials or supplies in connection with all such property in the course of construction or erection;
8. **Property**, which at the time of the **Damage**, is insured under, or would, but for the existence of this Section be insured under, any marine policy or policies, except in respect of any excess, deductible, retention or similar, beyond the amount which would have been payable under such marine policy or policies, had this '**Generis-Commercial Property' Module** not been effected;
9. **Property** more specifically insured elsewhere or elsewhere in this '**Generis-Commercial Property' Module**.
10. vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft; or
11. working dynamos, transformers, motors, wires, main or electrical apparatus for generating or utilising electricity or any part of the electrical installation if such **Damage** be caused by over-running, short circuiting, abnormal currents or self- heating.

12. transmission lines or distribution lines except that this Exclusion shall not apply to such property for which the **Insured** is responsible that is located on or over the **Insured's Premises**.

13. any goods detailed in the International Maritime Dangerous Goods (IMDG) Classification of Dangerous Goods or other goods requiring carriage using HazChem or similar procedures as provided in 'Section – Goods in Transit'.

**EXCLUDED CAUSES FOR SECTIONS – PROPERTY, BUSINESS INTERRUPTION AND GOODS IN TRANSIT**

The **Insurer** shall not be liable in respect of:

**Boiler explosion and faulty workmanship**

**Damage** or **Consequential Loss** caused directly by or in respect of:

1. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or the **Insured's** own faulty or defective design or materials; or
2. faulty or defective workmanship, Operational Error or omission on the part of the **Insured**, or any of its **Employees** but only in respect of work in progress or that part of the **Property** being worked on; or
3. the operation of machinery, plant, apparatus or equipment, unless such operation is in accordance with the manufacturers' instructions or specification; or
4. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only, and belonging to or under the control of the **Insured**,

but shall not however exclude subsequent **Damage** or **Consequential Loss** which itself results from a cause not otherwise excluded.

**Collapse**

**Consequential Loss** caused directly by **Damage** to **Buildings** or **Damage to Buildings** or structures caused by their own collapse or cracking, but shall not however exclude **Damage** which results from a **Defined Peril**.

**Computer records**

**Consequential Loss** or **Damage** caused directly by or consisting of erasure or distortion of **Computer Records**:



1. whilst in any **Business Equipment**; or
2. due to the presence of a magnetic flux,

but shall not exclude such **Damage** from any **Business Equipment** if it results from a **Defined Peril**.

**Confiscation, requisition or destruction**

**Consequential Loss** or **Damage** caused directly by or consisting of:

1. the voluntary parting with title or possession of any property or rights to property; or
2. cessation of work; or
3. confiscation, requisition or destruction by order of any government or any public authority.

**Consequential loss**

**Damage** caused directly by or consisting of delay, loss of market, loss of use or **Consequential Loss** except as provided for in the ‘Section - Business Interruption’.

**Dishonesty or wilful misconduct**

**Consequential Loss** or **Damage** caused directly by or consisting of:

1. acts of fraud, dishonesty and wilful misconduct on the part of an **Insured Person**, members of their families or any other person to whom the **Property Insured** has been entrusted; or
2. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

**Glass**

**Consequential loss** or **Damage** to **Fixed Glass** resulting from:

1. alterations to the framework or position of such **Fixed Glass**; or
2. settlement, expansion or contraction of frames or fittings in **Buildings** under construction, and during a period of 6 (six) months after the date of completion of the **Buildings** resulting from removal, alteration or repairs undertaken on, or about, the **Premises**.

**Gradual change**

**Consequential Loss** or **Damage** caused directly by or in respect of:

1. corrosion, rust, wet or dry rot, vibration, fungi, microbes or any other biological growth, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light marring, scratching by vermin or insects; or
2. change in temperature, colour, flavour, texture or finish and ordinary loss in weight or volume; or
3. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith,

but shall not however exclude such **Consequential Loss** or **Damage** or subsequent **Consequential Loss** or **Damage** which itself results from a **Defined Peril**.

**Mechanical breakdown**

**Consequential Loss** or **Damage** caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown or derangement or overloading originates, but shall not however exclude **Consequential Loss** or **Damage** to surrounding property not forming part of the same machine, apparatus or equipment or such **Consequential Loss** or **Damage** or subsequent **Consequential Loss** or **Damage** which itself results from a **Defined Peril**.

**Processing**

**Consequential Loss** or **Damage** caused directly by the **Property Insured** undergoing any process of production, packing, treatment, testing, commissioning, cleaning, servicing, repair, maintenance, restoration renovation or any other process, but shall not however exclude **Damage** to surrounding **Property** not forming part of the same:

1. machine; or
2. process of production, packing, treatment, testing, commissioning, cleaning, servicing, repair or other process. but shall not however exclude subsequent **Damage** or **Consequential Loss** which itself results from a **Defined Peril**. **Pollution Consequential Loss** or **Damage** caused directly by or consisting of **Pollution**, but shall not however exclude **Consequential Loss** or **Damage** to **Property Insured** caused by **Pollution** which itself results from a **Defined Peril** or if the **Defined Peril** is caused by **Pollution**.

**Property in the open**

**Consequential Loss** or **Damage** to moveable **Property** in the open or in open-sided **Buildings** or contained in

outbuildings, or fences and gates, caused by wind, rain, hail, sleet, snow, flood or dust.

#### Solidification of molten material

**Consequential Loss** or **Damage** caused directly by or consisting of solidification of molten material, but shall not however exclude such **Damage** if it results from a **Defined Peril**.

#### Subsidence

**Consequential Loss** or **Damage** caused directly by or consisting of:

1. subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe; or
2. the normal settlement or bedding down of new structures; or
3. coastal or river erosion, defective design or workmanship or the use of defective materials including inadequate construction of foundations, settlement or movement of made-up ground, which originated prior to the inception of the **Period of Insurance**.

but shall not however exclude subsequent **Damage** or **Consequential Loss** which itself results from a **Defined Peril**.

#### Spontaneous combustion

**Consequential Loss** or **Damage** caused directly by fire resulting from its undergoing any process involving the application of heat or own spontaneous fermentation or heating.

#### Terrorism

**Consequential Loss** or **Damage** caused by **Terrorism** regardless of any other cause or event contributing concurrently, or in any other sequence, to any **Claim**, loss, **Damage**, liability, cost or expense. Additionally, this '**Generis-Commercial Property**' **Module** excludes cover for any **Claim**, loss, **Damage**, liability, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, connected to, associated with, relating to or arising out of any action taken in controlling, preventing or suppressing any act of **Terrorism**.

#### Theft in the open

**Consequential Loss** or **Damage** caused directly by or consisting of theft or attempted theft from yards, gardens, open spaces or outbuildings unless the contents thereof are specifically insured under Sections - 'Property', 'Business interruption' or 'Goods in Transit'.

#### Theft from unattended vehicles

**Consequential Loss** or **Damage** caused directly by or consisting of theft or attempted theft from an **Unattended Vehicle** unless all doors, windows and other openings have been securely locked and fastened and all keys removed from the vehicle to a place of safety.

#### Unoccupied premises

**Consequential Loss** or **Damage** to **Unoccupied Premises** caused directly by:

1. the escape of water from any tank, apparatus or pipe; or
2. malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation; or
3. freezing; or
4. theft or attempted theft.

**SECTION – MONEY**

This Section of the ‘Generis-Commercial Property’ **Module** applies only to **Occurrences** happening during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

**INSURING CLAUSE**

The **Insurer** shall indemnify the **Insured** in respect of loss of **Money** by any cause occurring at the **Premises** or at the private residences of any **Insured Person** anywhere in the **United Kingdom** during the **Period of Insurance**.

**LIMIT OF LIABILITY**

The **Insurer’s** liability under this Section is subject to the “Limit of Liability” and any other limits specified in the **Schedule**.

**BASIS OF SETTLEMENT**

At the **Insurer’s** sole discretion, the **Insurer** shall pay:

1. in respect of the items listed in paragraph 1 of the definition of **Money**, loss up to the “Limit of Liability” stated in the **Schedule**, by any cause not otherwise excluded, whilst in:
  - a. the **Premises** during **Business Hours**; or
  - b. **Transit** within the **United Kingdom** or in any bank night safe; or
  - c. a locked safe, the details of which have been notified to and agreed by the **Insurer**, when outside of **Business Hours**, provided the keys or any record of the safe combination are removed from the **Premises** and held in the personal custody of an authorised **Insured Person**; or
  - d. the **Premises** outside **Business Hours** and not in a locked safe; or
  - e. the residence of the **Insured** or an authorised **Insured Person** or in **Transit** between such residence and the **Premises** and/or as otherwise stated in the **Schedule**;

Amount in transit	Minimum accompaniment
GBP 2,501 to GBP 7,000	by at least 2 able bodied persons
GBP 7,001 to GBP 10,000	by at least 3 able bodied persons
GBP 10,001 and over	by an independent specialist security company carrier

2. in respect of the items listed in paragraph 2 of the definition of **Money**, loss up to the amount stated in the **Schedule** by any cause not otherwise excluded;
3. the cost of repair or replacement in the event of **Damage** to safes, strong rooms, tills, cash registers, franking machines and special money-carrying cases if **Damage** results from the theft or attempted theft of **Money**;

occurring during the **Period of Insurance** subject always to the limits, Terms and Conditions and Exclusions of this Section and the ‘Generis-Commercial Property’ **Module**.

**CONDITIONS**

In addition to the Policy Conditions the following Conditions apply to this Section only. It is a condition to any liability of the **Insurer** under this Section that:

**Action by the insured**

As a condition to the **Insurer’s** liability under ‘Extension – Personal Accident (Assault)’ below, in the event of any **Violent Injury** likely to give rise to a **Claim** under this Extension, notice must be given in writing to the **Insurer** as soon as reasonably practicable (but in any event within 3 (three) months of the event giving rise to the **Violent Injury**), and the **Insured Person** must place himself under the care of a registered medical practitioner whose advice he shall follow.

**Credit cards**

The **Insured** upon becoming aware of a loss of any credit card shall give immediate notice to the organisation which issued the card.

**Money in transit**

**Money in Transit** in excess of GBP 2,500 (two thousand five hundred) any one transit, must be accompanied in accordance with the amounts and number of persons detailed as follows, unless varied by Endorsement:

**Records**

A complete record is kept of all **Money** held by the **Insured**.

**Reasonable precautions**

The **Insured** shall take all reasonable precautions:

1. for the security of **Money** and maintain a record of all **Money** in **Transit** or at the **Premises**, such record to be kept in a place other than the safe or strong room containing the **Money**; and
2. to monitor and control the custody of keys to the **Premises** or any part thereof or any security device which protects the **Premises** or **Money** insured under this Section, and to prevent the possession of keys to the **Premises** or any security device by any person unauthorised to enter the **Premises**; and
3. to ensure that keys of safes or strong rooms are not left on the **Premises** out of **Business Hours** unless the **Premises** are still occupied by the **Insured** or any authorised **Employee** of the **Insured**, in which event such keys if left on the **Premises** must be deposited in a secure place, not in the vicinity of safes or strongrooms.

**Tills and cash registers**

Any till or cash register on the **Premises** is left open and unlocked and empty of **Money** outside **Business Hours**.

**EXCLUSIONS**

The following Exclusions apply to this Section only, in addition to the Policy Exclusions. The **Insurer** shall not be liable under this Section for loss of **Money**:

1. caused by fraud or dishonesty of any **Insured Person** or members of their family or household unless discovered and reported to the police and the **Insurer** in writing within 14 (fourteen) days of the actual occurrence; or
2. due to any shortage of **Money** arising from accounting or mysterious or unexplained disappearances or other error or omission, depreciation in value, dishonoured cheques or the use of counterfeit money; or
3. from any **Unattended Vehicle**; or
4. from **Premises** outside of **Business Hours** unless all keys, duplicate keys and combination codes to safes, strong rooms, cash boxes, drawers or filing cabinets from which **Money** was taken were removed from the **Premises** at the time of the loss; or

5. from vending, gaming and amusement or other coin operated machines or any automated teller machine or cash dispensing machine; or
6. whilst in the custody of any security company employed by the **Insured** unless specifically mentioned in the **Schedule** and the security company is agreed by the **Insurer**. However security companies' contingency cover is granted hereunder in circumstances where **Damage to Money** in the custody or control of a security company as agreed by the **Insurer** is not recoverable from such company subject always to the applicable Limit of Liability.
7. caused by **Terrorism** regardless of any other cause or event contributing concurrently, or in any other sequence, to any **Claim**, loss, **Damage**, liability, cost or expense. Additionally, this '**Generis-Commercial Property**' **Module** excludes cover for any **Claim**, loss, **Damage**, liability, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, connected to, associated with, relating to or arising out of any action taken in controlling, preventing or suppressing any **act of Terrorism**.

If the **Insurer** alleges that by reason of this Exclusion any **Claim**, loss, **Damage**, liability, cost or expense is not covered by this '**Generis-Commercial Property**' **Module**, the burden of proving the contrary shall be upon the **Insured**. In the event that any portion of this Exclusion is found to be invalid or unenforceable, the balance shall remain in full force and effect.

**EXTENSIONS**

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply subject always to the limits, Terms and Conditions of this Section and the '**Generis-Commercial Property**' **Module**.

**Credit cards**

The insurance provided by this Section is extended to indemnify the **Insured** in respect of losses arising from the fraudulent use by any unauthorised person, other than an **Employee**, of any credit card issued to the **Insured** for use in the **Business** up to the amount stated in the **Schedule** in respect of any one **Occurrence**.

**Keys**

The insurance provided by this Section is extended to include the cost of replacement keys or lock mechanisms of safes or strong rooms following theft of keys (including electronic keys or cards and reprogramming costs thereof) by force or violence up to the limit of liability stated in the **Schedule** in respect of any one **Occurrence**.

**Personal accident (assault)**

The **Insurer** shall indemnify the **Insured** in respect of:

1. any **Violent Injury** sustained by an **Insured Person** where such **Violent Injury** arises directly from actual or attempted theft of **Money** involving actual or attempted physical assault, violence, robbery or hold-up in the course of the **Business** anywhere within the **United Kingdom**; and
2. any medical expenses incurred by any **Insured Person** following a **Violent Injury** as set out in a. (above) up to but not exceeding 15% (fifteen percent) of the total amount of any **Claim** accepted by the **Insurer** under Item 2 of the table below; and
3. damage to clothing or personal effects of any **Insured Person** caused directly from actual or attempted theft of **Money** involving actual or attempted physical assault, violence, robbery or hold-up, in the course of **Business** anywhere within the **United Kingdom**, up to but not exceeding the amount stated in the **Schedule** in respect of any one **Occurrence**.

caused directly by theft or attempted theft of **Money** by any trespasser using forcible or violent means to gain entrance to or exit from the **Premises**.

Injury	Benefit
<b>Item 1</b>	
Death, <b>Permanent Total Disablement, Loss of Limb and Loss of Sight</b>	The benefit specified in the <b>Schedule</b> as the "Benefit per anyone <b>Insured Person</b> ".
<b>Item 2</b>	
<b>Temporary Total Disablement</b> (for as long as such disablement continues)	The weekly amount specified in the <b>Schedule</b> as the "Benefit per any one <b>Insured Person</b> " for a maximum of 104 (one hundred and four) consecutive weeks.

**Violent theft or attempted theft**

The insurance provided by this Section is extended to include **Damage** to:

1. cases, bags, belts or waistcoats, whilst being used for the **Transit of Money**; and
2. safes, strong rooms and stamp franking machines; and
3. cash registers, provided they are left open outside of **Business Hours**; and
4. the property of the **Insured**, or for which it is responsible,





## SECTION - EMPLOYERS' LIABILITY

This Section of the **Policy** applies only to **Occurrences** during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

### INSURING CLAUSE

The **Insurer** shall indemnify the **Insured** in respect of:

1. **Bodily Injury Damages** resulting from **Bodily Injury** to any **Employee** arising out of and in the course of their employment or engagement by the **Insured** and caused during the **Period of Insurance** provided that at the time of the **Bodily Injury** such **Employee**:
  - a. was employed by the **Insured** in the **United Kingdom**; or
  - b. while ordinarily employed by the **Insured** in the **United Kingdom**, was temporarily employed outside the **United Kingdom**; and
2. claimant's costs and expenses arising in respect of any **Claim** against the **Insured** which may be the subject of indemnity under this Section; and
3. **Defence Costs and Expenses** in connection with the defence of any **Claim**; and
4. reasonable costs and expenses incurred by the **Insured** with the written consent of the **Insurer** for representation of the **Insured** at:
  - a. any Coroner's Inquest or Fatal Accident Inquiry in respect of any death; or
  - b. proceedings in any Court of Summary Jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Bodily Injury**
5. provided that any **Claim** in respect of such **Bodily Injury** is brought in a court of law within the **United Kingdom**.

### Employers' Liability Limit of Liability

Irrespective of the number of parties entitled to indemnity, or the number of claimants, the **Insurer's** liability under this Section, including all Extensions, in respect of or arising from one **Claim** or arising out of one **Occurrence** under this Section shall not exceed the Limit of Liability specified in the **Schedule**.

### Employers' Liability Defence Costs and Expenses

For the avoidance of doubt, **Defence Costs and Expenses** and any other legal costs and expenses insured under this

Section shall be payable as part of, and not be in addition to, the Limit of Liability specified in the **Schedule**.

### Employers' Liability Territorial Limits

1. **United Kingdom** and elsewhere in Member States of the European Union but only in connection with **Business** carried on by the **Insured** at or from any premises in the **United Kingdom**; and
2. Elsewhere in the world for temporary visits arising out of the **Business** by **Directors** or non-manual **Employees** ordinarily resident in the **United Kingdom**.

### EXCLUSIONS

The following Exclusions apply to this Section only, in addition to the General Policy Exclusions.

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any loss based on, arising out of or in any way connected to:

#### Employment practices dispute

liability which arises out of:

1. a dispute between an employer or prospective employer and **Employee** or prospective **Employee** referred, or capable of being referred, to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or
2. a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;
3. any matter which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy

but this Exclusion shall not apply in respect of liability for **Bodily Injury** required by the Employers' Liability (Compulsory insurance) Regulations 1998.

#### Liability Compulsorily Insured

**Bodily Injury** for which the **Insured** is required to arrange compulsory motor insurance or security in accordance with any road traffic legislation, however this shall not apply to any **Claim** by an **Employee** who is the driver of a motor vehicle where compulsory insurance is not available.

#### Specific Locations

**Bodily Injury** arising from work undertaken:

1. on any **Offshore Installation**; or



2. from the time of embarkation onto a conveyance at the point of final departure to any **Offshore Installation** until disembarkation onto land upon return from such **Offshore Installation**.

**Terrorism**

**Terrorism** except to the extent of the minimum sum required under this Section, deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** in the **United Kingdom** may require.

**Workman’s Compensation Scheme Liability**

liability for payment under any Workman’s Compensation scheme or similar social workplace compensation legislation whilst working outside the **United Kingdom**.

**EXTENSIONS**

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply, subject to the Limits, Terms and Conditions of this Section and the **Policy**. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified. Unless otherwise stated in the **Schedule**, all Extensions shall be inclusive within any Limit stated for this Section.

**Contractual Liability**

Where any contract or agreement entered into by the **Insured** requires, the **Insurer** shall:

1. indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement but only so far as concerns liability to **Employees**; or
2. waive rights of subrogation against any party specified in the contract or agreement;

provided that:

- a. the **Insured** shall arrange for such other parties as may be indemnified by any such contract or agreement to observe and fulfil the Terms and Conditions of this **Policy** so far as they can apply; and
- b. sole conduct and control of any **Claim** is vested in the **Insurer**; and
- c. the **Insurer** shall not be liable for any fines, penalties, punitive or exemplary damages.

**Court Attendance Compensation**

If, at the request of the **Insurer**, any of the under mentioned persons attend court as a witness in connection with a **Claim** in respect of which the **Insured** is entitled to indemnity under this Section, the **Insurer** shall provide compensation to the **Insured** at the following rates per day, for each day on which attendance of the witness is required:

1. any **Director, Member or Partner** of the **Insured** – GBP 250 (two hundred and fifty); or
2. any **Employee** – GBP 100 (one hundred).

**Corporate Manslaughter and Corporate Homicide Act 2007 (“Act”) Defence Costs**

The **Insurer** shall indemnify the **Insured** for reasonable **Defence Costs and Expenses** incurred with the written consent of the **Insurer** for the conduct of the defence of the **Insured** and reasonable prosecution costs and expenses awarded against the **Insured** resulting from a prosecution of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man (or any amendment or re-enactment), including an appeal against conviction, provided that:

1. the alleged offence was committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and which may be subject to the indemnity under this Section;
2. the **Insurer** shall have the conduct and control of all the said proceedings and appeals; and
3. the **Insurer** shall not be liable for the payment of legal costs and expenses in connection with an appeal unless counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed;
4. the **Insurer** shall not be liable for the payment of any fine or penalty or cost of implementing any remedial order or publicity order;
5. the **Insurer** shall not be liable for proceedings or appeals in respect of any deliberate act or omission, which is not alleged as the management decision(s) giving rise to the alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man (or any amendment or re-enactment);
6. the **Insurer** shall not be liable where indemnity is provided by any other insurance; and
7. the **Insurer** shall not be liable under this Extension for any amount in excess of the Limit of Liability stated in the **Schedule** and which is in the aggregate

during any one **Period of Insurance**. This amount is included within and not additional to the applicable Limit of Liability and is the maximum amount the **Insurer** shall pay under this Extension in respect of any one prosecution, regardless of the number of **Insured** entitled to indemnity in respect of the prosecution.

**Cross Liabilities**

If the **Insured** comprises more than one party, the **Insurer** shall treat each party as though a separate **Policy** had been issued to each of them.

**GDPR Defence Costs**

The **Insurer** shall indemnify the **Insured** in respect of the **Insured's** legal liability to an **Employee** under the General Data Protection Regulation (EU) 2016/679 dated 27 April 2016 ("GDPR") to pay:

1. compensation in respect of damage or distress as described in Article 82 of the GDPR, including claimants' costs and expenses and prosecution costs awarded against the **Insured**; and
2. **Defence Costs and Expenses** in connection with a prosecution brought under Sections 108 - 110 of the Digital Economy Act 2017, provided that:

the alleged offence was committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Insured's** business and the **Insured** has paid the fees in accordance with the terms of the Digital Economy Act 2017 and has taken all reasonable care to comply with the requirements of the GDPR.

However, this Extension shall not apply in respect of:

- a. the payment of fines or penalties; or
- b. the costs of replacing, reinstating, rectifying or erasing, blocking or destroying any personal data; or
- c. liability arising from or caused by a fraudulent, dishonest, deliberate or intentional act or omission by any **Employee** or any person eligible for indemnity under this Extension, the result of which could reasonably have been expected by any **Employee** or any person eligible for indemnity under this Extension having regard to the nature and circumstances of such act or omission;
- d. liability arising from the recording processing or provision of data or personal data for reward or to determine the financial status of any person;
- e. legal liability where indemnity is provided by any other insurance.

**Indemnity to others**

The **Insurer** shall indemnify at the request of the **Insured**, as if they were the **Insured** for liability insured under this Section:

1. if the **Insured** so requests, any **Insured Person**;

2. any **Insured Person** in respect of liability for private work undertaken by an **Employee** with the knowledge, consent and approval of the **Insured**;

3. any **Employee**, members committee, officers or paid and voluntary helpers of the **Insured's**:

- a. canteen and welfare organisations; or
  - b. crèche, child care and nursery facilities; or c. social and sports organisations;
- in their capacities as such;

4. any members and officers of the **Insured's**:

a. ambulance and fire, first aid, rescue and security services, but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given; or

b. medical organisations, but not including any medical practitioner while working in a professional capacity and excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given;

in their respective capacities as such; and

5. in the event of the death of the **Insured**, his or her legal personal representatives, provided that:

a. the **Insured** would have been entitled to indemnity under this Section had the **Claim** been made against the **Insured**; and

b. the **Insurer** has the sole conduct and control of any **Claim**; and

c. there shall be no liability where indemnity is provided by any other insurance; and

d. all other parties shall be subject to the terms of this **Policy** in so far as they can apply.

However, this Extension shall not apply in respect of any officers or trustees of the **Insured's** pension scheme in such capacity.

**Indemnity to principal**

The **Insurer** shall, at the request of the **Insured**, indemnify any principal with whom the **Insured** has entered into an agreement but only to the extent that liability arises out of work performed for the principal by or on behalf of the **Insured**

provided that:

1. the **Insured** would have been entitled to indemnity under this Section had the **Claim** been made against the **Insured**; and

2. the principal shall not be indemnified under any other insurance or in any other way; and
3. the principal shall be subject to the terms of this **Policy** in so far as they can apply.

**Injuries to Insured Persons**

In respect of **Bodily Injury** sustained by an **Insured Person** the **Insurer** shall, for the purpose of this Section, deem that person to be an **Employee**

provided that:

1. **Bodily Injury** is sustained whilst that person is working in connection with the **Business**; and
2. **Bodily Injury** is caused by another **Insured Person** whilst working in connection with the **Business**; and
3. the **Insured Person** who has sustained **Bodily Injury** has a valid right of action in negligence against the **Insured Person** responsible for such injury.

**Statutory Defence Costs**

The **Insurer** shall indemnify the **Insured** against:

1. reasonable **Defence Costs and Expenses** incurred with the written consent of the **Insurer**; and
2. prosecution costs and expenses awarded against the **Insured** or any **Insured Person**,

solely for the conduct of the defence of the **Insured** resulting from a prosecution (including an appeal against conviction) of an alleged offence arising under any statute, including the Health and Safety at Work etc. Act 1974 in the **United Kingdom** giving rise to a relevant duty of care in the course of the **Insured’s Business** provided that:

- a. the alleged offence was committed or alleged to have been committed during the **Period of Insurance**, in relation to an **Employee** or **Insured Person** and in the course of the **Business**; and
- b. the circumstances of the said alleged offence may be the subject of indemnity under this Section and is not the subject of any Exclusion under this Section or any **Policy** Exclusion; and
- c. the **Insurer** shall not be liable for any prosecution **Defence Costs and Expenses** arising under the Corporate Manslaughter and Corporate Homicide Act 2007; and
- d. the **Insurer** shall not be liable for the payment of any fine or penalty; and

- e. the **Insurer** shall not be liable where the prosecution results from a deliberate management decision, act, or omission of management; and

f. The **Insurer** shall not be liable under this Extension for any amount in excess of the Limit of Liability stated in the **Schedule** and which is in the aggregate during any one **Period of Insurance**. This amount is included within and not additional to the applicable Limit of Liability and is the maximum amount the **Insurer** shall pay under this Extension in respect of any one prosecution, regardless of the number of **Insured** entitled to indemnity in respect of the prosecution.

**Statutory Fee for Intervention**

Where the **Insurer** has agreed to make or has made a payment under ‘Statutory Defence Costs’ Extension of this Section for the Health and Safety Executive’s prosecution costs and expenses in relation to a breach of the Health and Safety at Work etc. Act 1974, the **Insurer** shall further indemnify the **Insured** against the cost of any Fee for Intervention issued and claimed by the Health and Safety Executive, where such cost relates to an investigation directly related to and forming part of the prosecution brought against the **Insured** in relation to a breach of the Health and Safety at Work Act 1974

provided that:

1. notice of any Fee for Intervention is received by the **Insured** during the **Period of Insurance**; and
2. the circumstances of the investigation may be the subject of indemnity under this Section and are not the subject of any Exclusion under this Section or General Exclusions; and
3. the **Insurer** shall not be liable for the payment of any fine or penalty; and
4. the **Insurer** shall not be liable for any Fee for Intervention where the **Insurer** has not agreed to make or has not made a payment under the ‘Statutory Defence Costs’ Extension of this Section; and
5. the **Insurer** shall not be liable where the Fee for Intervention results from a deliberate management decision, act, or omission of management; and
6. the **Insurer** shall not be liable under this Extension for any amount in excess of the Limit of Liability stated in the **Schedule** and which is in the aggregate during any one **Period of Insurance**. This amount is included within and not additional to the applicable Limit of Liability for this Section and is the maximum amount the **Insurer** shall pay under this Extension in respect of any one Fee for Intervention, regardless of the number of **Insureds** entitled to indemnity in respect of the Fee for Intervention.

### **Transfer of Undertakings (Protection of Employment) Regulations 2006**

The **Insurer** shall indemnify the **Insured** in respect of **Bodily Injury** to **Employees** caused prior to the date the **Employee** commences employment with the **Insured** and for which the **Insured** is liable by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006. This Extension shall only apply if the **Insured** is unable to obtain an indemnity under a previous policy of insurance.

### **Unsatisfied Court Judgments**

In the event of any **Employee** or the personal representative of any **Employee** being awarded damages for which a third party is liable, by any court within the **United Kingdom** for **Bodily Injury** caused in the course of the **Employee's** employment or engagement by the **Insured**, the **Insurer** shall indemnify the **Employee** or the personal representative of the **Employee** in respect of any damages or legal costs awarded, to the extent that such damages or legal costs remain unsatisfied after 6 (six) months of the date of the judgment awarding such damages or costs

provided that:

1. there is no appeal outstanding; and
2. the damages or legal costs relate to **Bodily Injury** which would otherwise fall within the cover provided under this Section of the **Policy**; and
3. any payment made by the **Insurer** shall only be in respect of liability for which the **Insured** would have been entitled to indemnity under this Section if the judgment had been made against the **Insured**; and
4. the **Insurer** shall be entitled to take over and prosecute for its own benefit any **Claim** against any other party and the **Insured**, the **Employee** or the personal representatives of the **Employee** shall give the **Insurer** all information and assistance required.

### **CONDITIONS**

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The following Conditions apply to this Section only, in addition to the General Policy Conditions.

#### **Compulsory Insurance Legislation**

The indemnity given by this Section is deemed to be in accordance with the requirements of the law of each country in the **United Kingdom** relating to the compulsory insurance of liability to employees. However, the **Insurer** shall have the right to be reimbursed for all sums paid by the **Insurer** which would not have been payable but for such law.

### **Tracing Office Database**

Where the **Insurer** provides an indemnity under the Employers' Liability (Compulsory Insurance) Regulations 1998, the **insurer** is required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. The **Insurer** supports and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that the **insured** undertakes to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to the **insurer** at inception of this **Policy** and promptly thereafter following acquisition or disposal of any subsidiary company.

**SECTION – PUBLIC LIABILITY**

This Section of the **Policy** applies only to **Occurrences** during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

**INSURING CLAUSE**

The **Insurer** shall indemnify the **Insured** in respect of:

1. the **Insured’s** legal liability to third parties to pay damages in respect of:
  - a. accidental **Bodily Injury** to any person not being an **Insured Person**; and
  - b. accidental damage to **Property**; and
  - c. accidental **Personal Injury**; and
  - d. unintentional **Advertising Injury**; and
  - e. accidental nuisance, trespass or interference with any easement right of air, light, water or way; and
2. claimant’s costs and expenses arising in respect of any **Claim** against the **Insured** which may be the subject of indemnity under this Section; and
3. **Defence Costs and Expenses** in connection with the defence of any **Claim**; and
4. Reasonable costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer** for representation of the **Insured** at:
  - a. any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death; or
  - b. proceedings in any Court of Summary Jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Bodily Injury**

occurring anywhere within the Territorial Limits of this Section during the **Period of Insurance** in connection with the **Insured’s Business**, but excluding any **Claim** arising out of **Products** or **Pollution**.

**Public Liability Limit of Liability**

Irrespective of the number of parties entitled to indemnity, or the number of claimants, the **Insurer’s** liability under ‘Public Liability Insuring Clauses 1, 2 and 4’ of this Section, including all Extensions, in respect of or arising from one **Claim** or a series of **Claims** against the

**Insured** arising out of one **Occurrence**, shall not exceed the Limit of Liability specified in the **Schedule**.

This Section of the **Policy** is subject to the **Combined Single Limit**. Where liability arises under this ‘Public Liability’ Section and the ‘Pollution Liability’ Section of the **Policy** then the **Combined Single Limit** is the maximum amount the **Insurer** shall pay for any **Occurrence** to which such Sections apply in combination.

**Public Liability Defence Costs and Expenses**

**Defence Costs and Expenses** shall be paid in addition to the Limit of Liability specified in the **Schedule**.

In respect of any **Claim** brought in the United States of America or Canada or any territory within their jurisdiction under this Section, **Defence Costs and Expenses** shall be payable as part of, and not in addition to, the applicable Limits of Liability specified in the **Schedule**.

Except where the Limit of Liability is inclusive of **Defence Costs and Expenses**, if payment exceeding the Limit of Liability has to be made to dispose of a **Claim** the **Insurer’s** liability to pay all **Defence Costs and Expenses** shall be limited to such proportion of the said **Defence Costs and Expenses** as the Limit of Liability bears to the total amount to be paid to dispose of the **Claim**.

**EXCLUSIONS**

The following Exclusions apply to this Section only, in addition to the General Policy Exclusions.

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any loss based on, arising out of or in any way connected to:

**Specific Locations**

Work undertaken:

1. on any **Offshore Installation**; or
2. from the time of embarkation onto a conveyance at the point of final departure to any **Offshore Installation** until disembarkation onto land upon return from such **Offshore Installation**.

## SECTION - PRODUCT LIABILITY

This Section of the **Policy** applies only to **Occurrences** happening during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

### INSURING CLAUSE

The **Insurer** shall indemnify the **Insured** in respect of:

1. the **Insured's** legal liability to third parties to pay damages in respect of:
  - a. accidental **Bodily Injury** to any person not being an **Insured Person**; and
  - b. accidental damage to **Property**; and
  - c. accidental **Personal Injury**; and
  - d. unintentional **Advertising Injury**; and
  - e. accidental nuisance, trespass or interference with any easement right of air, light, water or way; and
2. claimant's costs and expenses arising in respect of any **Claim** against the **Insured** which may be the subject of indemnity under this Section; and
3. **Defence Costs and Expenses** in connection with the defence of any **Claim**; and
4. Reasonable costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer** for representation of the **Insured** at:
  - a. any Coroner's Inquest or Fatal Accident Inquiry in respect of any death; or
  - b. proceedings in any Court of Summary Jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Bodily Injury**,

occurring anywhere in the world during the **Period of Insurance** and which arise in connection with the **Insured's Products**, but excluding any **Claim** arising out of **Pollution**.

#### Product Liability Limit of Liability

Irrespective of the number of parties entitled to indemnity, or the number of claimants, the **Insurer's** liability under the 'Products Liability Insuring Clauses 1, 2 and 4' of this Section, including all Extensions, in respect of or arising from one **Claim** or a series of **Claims** against

the **Insured** arising out of one **Occurrence** under this Section and in the annual aggregate for all **Occurrences** during one **Period of Insurance**, shall not exceed the Limit of Liability specified in the **Schedule**.

This Section of the **Policy** is subject to the **Combined Single Limit**. Where liability arises under this 'Product Liability' Section and 'Pollution Liability' Section of the **Policy** then the **Combined Single Limit** is the maximum amount the **Insurer** shall pay for any **Occurrence** to which such Sections apply in combination.

#### Product Liability Defence Costs and Expenses

**Defence Costs and Expenses** shall be paid in addition to the Limit of Liability specified in the **Schedule**.

However, in respect of any **Claim** brought in the United States of America or Canada or any territory within their jurisdiction under this Section, **Defence Costs and Expenses** shall be payable as part of, and not in addition to, the applicable Limits of Liability specified in the **Schedule**.

Except where the Limit of Liability is inclusive of **Defence Costs and Expenses**, if payment exceeding the Limit of Liability has to be made to dispose of a **Claim** the **Insurer's** liability to pay all **Defence Costs and Expenses** shall be limited to such proportion of the said **Defence Costs and Expenses** as the Limit of Liability bears to the total amount to be paid to dispose of the **Claim**.

### EXCLUSIONS

The following Exclusions apply to this Section only, in addition to the General Policy Exclusions.

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any loss based on, arising out of or in any way connected to:

#### Products

any **Products** which:

1. to the knowledge of the **Insured** are sold, supplied, erected, repaired, altered, treated or installed by the **Insured**, in or for delivery or use in the United States of America or Canada or any territory within their jurisdiction; or
2. are sold, supplied, erected, repaired, altered, treated or installed in or for use in or on, any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes; or
3. are in the possession of or under the control of the **Insured**.

## EXTENSIONS

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply, subject to the Limits, Terms and Conditions of this Section and the **Policy**. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified. Unless otherwise stated in the **Schedule**, all Extensions shall be inclusive within any Limit stated for this Section.

### Vendors – Additional Insured

The **Policy** shall automatically include as an additional **Insured** any vendor with whom the **Insured** is required by contract or agreement to provide insurance in respect of the distribution or sale of the **Products** in the regular course of the vendor's business.

However this Extension shall not apply to legal liability arising from:

1. any express warranty not authorised by the **Insured**;
2. any physical or chemical changes to the **Product**, packaging or labelling not authorised by the **Insured**;
3. any **Products** which after sale or distribution by the **Insured** have been labelled or relabelled or used as a container, part or ingredient of any other product by or for the vendor;
4. any liability other than arising out of the **Insured's** negligence; or
5. any failure by the vendor to conduct agreed or usual testing or inspection of the **Product**;
6. any **Products** which to the knowledge of the **Insured** are distributed by any vendor in the United States of America or Canada or any territory within their jurisdiction.

## SECTION – POLLUTION LIABILITY

This Section of the **Policy** applies only to **Occurrences** happening during the **Period of Insurance** and notified to the **Insurer** in accordance with the relevant Terms and Conditions, unless stated otherwise.

### Pollution Liability Insuring Clause

The **Insurer** shall indemnify the **Insured** in respect of:

1. the **Insured's** legal liability to third parties to pay damages in respect of:
  - a. accidental **Bodily Injury** to any person not being an **Insured Person**; and
  - b. accidental damage to **Property**; and
  - c. accidental **Personal Injury**; and
  - d. unintentional **Advertising Injury**; and
  - e. accidental nuisance, trespass or interference with any easement right of air, light, water or way; and
2. claimant's costs and expenses arising in respect of any **Claim** against the **Insured** which may be the subject of indemnity under this Section; and
3. **Defence Costs and Expenses** in connection with the defence of any **Claim**; and
4. Reasonable costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer** for representation of the **Insured** at:
  - a. any Coroner's Inquest or Fatal Accident Inquiry in respect of any death; or
  - b. proceedings in any Court of Summary Jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Bodily Injury**;

arising out of or from **Pollution** occurring anywhere within the Territorial Limits of this Section and during the **Period of Insurance** in connection with the **Insured's Business** provided that the **Pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific and identified time and place during the **Period of Insurance** and that all **Pollution**, which arises out of any one incident, shall be deemed to have occurred at the time such incident takes place.

### Pollution Liability Limit of Liability

Irrespective of the number of parties entitled to indemnity, or the number of claimants, the **Insurer's** liability under 'Pollution Liability Insuring Clauses 1, 2 and 4' of this Section, including all Extensions, in respect of or arising from one **Claim** or a series of **Claims** against the **Insured** arising out of one **Occurrence** under this Section and in the annual aggregate for all **Occurrences** during one **Period of Insurance**, shall not exceed the Limit of Liability specified in the **Schedule**.

This Section of the **Policy** is subject to the **Combined Single Limit**. Where liability arises under this 'Pollution Liability' Section and the 'Public Liability' or 'Products Liability' Sections of the **Policy**, then the **Combined Single Limit** is the maximum amount the **Insurer** shall pay for any **Occurrence** to which such Sections apply in combination.

### Pollution Liability Defence Costs and Expenses

**Defence Costs and Expenses** shall be paid in addition to the Limit of Liability specified in the **Schedule**.

Except where the Limit of Liability is inclusive of **Defence Costs and Expenses**, if payment exceeding the Limit of Liability has to be made to dispose of a **Claim** the **Insurer's** liability to pay all **Defence Costs and Expenses** shall be limited to such proportion of the said **Defence Costs and Expenses** as the Limit of Liability bears to the total amount to be paid to dispose of the **Claim**.

### Pollution Liability Territorial Limits

Where this Section is operative then the Territorial Limits applicable to the 'Public Liability' Section shall apply to this Section, provided that notwithstanding what the Territorial Limit for the 'Public Liability' Section is, the 'USA or Canada' exclusion of this section shall always apply.

### EXCLUSIONS

The following Exclusions apply to this Section only, in addition to the Policy Exclusions.

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any loss based on, arising out of or in any way connected to:

#### USA or Canada

any liability in respect of **Pollution** happening anywhere in the United States of America or Canada or any territory within their jurisdiction, or in respect of any liability arising from any **Claim** or action brought within and under the jurisdiction of the United States of America or Canada or any territory operating in accordance with such jurisdiction.

### EXTENSIONS

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply, subject to the Limits, Terms and Conditions of this Section and the **Policy**. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified. Unless otherwise stated in the **Schedule**, all Extensions shall be inclusive within any Limit stated for this Section.

#### Legionella

This section shall apply to any discharge release or escape of **Legionella**, provided that the **Insurer** will only indemnify the **Insured** for **Legionella** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Legionella** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The total liability of the **Insurer** under this Extension shall not exceed the sub-Limit of Liability stated in the **Schedule**.

#### Pollution Clean Up Costs

The **Insurer** shall indemnify the **Insured** in respect of legal liability for:

1. the cost of any **Remediation** legally required or ordered by any **Enforcing Authority** to be conducted by the **Insured**; and
2. the cost of any **Remediation** conducted by any **Enforcing Authority** and legally sought from the **Insured** by that **Enforcing Authority** in accordance with the terms of any Environmental Legislation;

provided that:

1. the **Pollution** occurred in the **United Kingdom** and is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific and identified time and place during the **Period of Insurance** and that all **Pollution**, which arises out of any one incident, shall be deemed to have occurred at the time such incident takes place;
2. the **Insurer** shall not be liable for:
  - a. the cost of reinstatement or reintroduction of flora or fauna;
  - i. the costs of achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable Environmental Legislation at the time any **Remediation** commences;



- ii. the cost to restore natural habitats or species protected under Environmental Legislation;
  - b. **Remediation** arising from pre-existing **Pollution**;
  - c. the costs to curtail or minimise **Pollution** once it has occurred or for any prevention of the spread of **Pollution** or removal of an imminent or actual threat of environmental damage;
  - d. any costs and expenses incurred by the **Insured** or prosecution costs and expenses awarded against the **Insured** in connection with any criminal proceedings arising out of the **Pollution**;
  - e. any costs and expenses in respect of removal of any risk of an adverse effect on human health on the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **Insured's** care, custody or control;
  - f. for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns or for the removal or disposal of any waste deposited by or on behalf of the **Insured**;
  - g. for damage caused deliberately or intentionally by the **Insured** or where they have knowingly deviated from environmental protection rulings or where the **Insured** has knowingly omitted to inspect, maintain or perform necessary repairs for which they are responsible, or caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed;
  - h. any amount payable by way of compensation to third parties affected by **Pollution**;
  - i. for damage which is covered by a more specific insurance policy.
3. this Extension does not cover any costs, or any liability for costs, of **Remediation** carried out on or in order to protect any **Property** belonging to or in the charge or control of the **Insured** other than premises not belonging, leased, rented or hired to the **Insured** but temporarily in the **Insured's** charge for the purpose of carrying out work;
4. the total liability of the **Insurer** under this Extension shall not exceed the sum stated in the **Schedule** This amount is included within and not additional to the applicable Limit of Liability and is the maximum amount the **Insurer** shall pay under this Extension in respect of any one **Occurrence**, regardless of the number of **Insureds** entitled to indemnity.

## EXCLUSIONS TO THE PUBLIC, PRODUCTS AND POLLUTION LIABILITY SECTIONS

The following Exclusions apply to the Public, Products and Pollution Sections of the **Policy**, in addition to the General Policy Exclusions. The **Insurer** shall not be liable under the Public, Products and Pollution Sections of the **Policy** in respect of any loss based on, arising out of or in any way connected to:

### Care, Custody or Control

accidental damage to **Property** owned, leased, hired or held in trust by the **Insured** or held otherwise in the care, custody or control of the **Insured**.

### Contractual Liability

any liability arising from any contract unless the liability of the **Insured** would have existed to the same extent in the absence of such contract.

### Damage

damage to **Products** arising out of the 'Public or Pollution' liability Sections.

### Employers' Liability

other than under 'Public Liability Extension - Residual and Excess Employers' Liability if operative, **Bodily Injury** to any **Insured Person**, which arises out of and in the course of their employment or engagement by the **Insured**.

### Employment practices dispute

liability which arises out of:

1. a dispute between an employer or prospective employer and **Employee** or prospective **Employee** referred, or capable of being referred, to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or
2. a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;
3. any matter which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy.

### Pollution

other than under the 'Pollution Liability' Section, **Pollution** or costs of **Remediation**.

### Product Repair, Replacement, Recall or Refund

any costs or expenses incurred in repairing, replacing, recalling, or making any refund in respect of **Products**.

### Professional Liability

the rendering or failure to render **Professional Advice Services**.

### Property being worked upon

damage to that part of any property upon which the **Insured** is or has been working if the loss or damage arises from such work.

### Pure Economic Loss

Pure economic or pecuniary loss not consequent upon **Bodily Injury** or damage to **Property** insured by the 'Public, Products or Pollutions Liability' Sections of the **Policy**.

### Vehicles, Motorcraft, Watercraft and Aircraft

ownership, possession or use under the control of the **Insured** or of any **Insured Person** of:

1. any mechanically propelled vehicle which is licensed for road use or which is more specifically insured.

However this Exclusion shall not apply in respect of **Bodily Injury** or damage to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the **Insured** is not entitled to indemnity under any other insurance or indemnity.

2. any aircraft or other aerial devices, hovercraft or watercraft.

However this Exclusion shall not apply to waterborne craft not exceeding 4 (four) metres in length on inland waterways and lakes and not used for commercial passenger carrying services.

### Workman's Compensation Scheme Liability

workman's compensation attaching to the **Insured** or the **Insured's** insurer under any workman's compensation unemployment compensation or disability benefits law or under any similar law.

## EXTENSIONS TO PUBLIC, PRODUCTS AND POLLUTION LIABILITY SECTIONS

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply to the 'Public, Products and Pollution Liability' Sections subject to the Limit of Liability, Terms and Conditions of each section and of the **Policy**. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified. Unless otherwise stated in the **Schedule**, all Extensions shall be inclusive within any Limit stated for this Section.

### Contingent Liability (Non-owned Vehicles)

The **Insurer** shall indemnify the **Insured** in respect of the **Insured's** legal liability to third parties to pay damages in respect of accidental **Bodily Injury** to any person and accidental damage to **Property** arising out of the use of any motor vehicle, which is neither the **Property** of nor provided by the **Insured**, being used in connection with the **Business**.

However, this Extension shall not apply in respect of legal liability for damages and claimant's costs and expenses for:

1. physical loss or accidental damage to any such motor vehicle; or
2. **Bodily Injury** or damage to **Property** while such motor vehicle is being driven by any person other than an **Employee**; or
3. **Bodily Injury** or damage to **Property** while such motor vehicle is being driven, with the general consent of the **Insured** or the representative of the **Insured**, by any person who to the knowledge of the **Insured**, or such representative, does not hold a valid licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or
4. **Bodily Injury** or damage to **Property** while such motor vehicle is engaged in racing, pace-making, reliability trials or speed testing; or
5. **Bodily Injury** or damage to **Property** while such motor vehicle is being used outside the **United Kingdom**.

### Corporate Manslaughter and Corporate Homicide Act 2007 ("Act") Defence Costs

The **Insurer** shall indemnify the **Insured** for reasonable defence costs and expenses incurred with the written consent of the **Insurer** for the conduct of the defence of the **Insured** and reasonable prosecution costs and expenses awarded against the **Insured** resulting from a prosecution of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any

equivalent legislation in the Channel Islands or Isle of Man (or any amendment or re-enactment), including an appeal against conviction

provided that:

1. the alleged offence was committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and which may be subject to the indemnity under this Section;
2. the **Insurer** shall have the conduct and control of all the said proceedings and appeals; and
3. the **Insurer** shall not be liable for the payment of legal costs and expenses in connection with an appeal unless counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed;
4. the **Insurer** shall not be liable for the payment of any fine or penalty or cost of implementing any remedial order or publicity order;
5. the **Insurer** shall not be liable for proceedings or appeals in respect of any deliberate act or omission; and
6. the **Insurer** shall not be liable where indemnity is provided by any other insurance; and
7. the **Insurer** shall not be liable under this Extension for any amount in excess of the Limit of Liability stated in the **Schedule** and which is in the aggregate during any one **Period of Insurance**. This amount is included within and not additional to the applicable Limit of Liability and is the maximum amount the **Insurer** shall pay under this Extension in respect of any one prosecution, regardless of the number of **Insured** entitled to indemnity in respect of the prosecution.

### Court Attendance Compensation

If, at the request of the **Insurer**, any of the under mentioned persons attend court as a witness in connection with a **Claim** in respect of which the **Insured** is entitled to indemnity under the 'Public, Products and Pollution Liability' Section, the **Insurer** shall provide compensation to the **Insured** at the following rates per day, for each day on which attendance of the witness is required:

1. any **Director, Member** or **Partner** of the **Insured** – GBP 750 (seven hundred and fifty); or
2. any **Employee** – GBP 500 (five hundred)

### Cross Liabilities

If the **Insured** comprises more than one party, the **Insurer** shall treat each party as though a separate **Policy** had been issued to each of them. However, nothing in this

Extension shall increase the liability of the **Insurer** to pay any amount in excess of the applicable Limit of Liability.

**Defective Premises**

The **Insurer** shall indemnify the **Insured** in respect of the **Insured's** legal liability to third parties to pay damages in respect of accidental **Bodily Injury** to any person and accidental damage to **Property** that arises under Section 3 of the Defective Premises Act 1972 or any equivalent legislation in the Channel Islands or Isle of Man, provided that such accidental **Bodily Injury** or accidental damage to **Property** occurs or is alleged to have occurred during the **Period of Insurance**.

However, this Extension shall not apply in respect of damage to, or any costs or expenses incurred in repairing, replacing or making any refund in respect of, any such premises.

**GDPR Defence Costs**

The **Insurer** shall indemnify the **Insured** in respect of the **Insured's** legal liability under the General Data Protection Regulation (EU) 2016/679 dated 27 April 2016 ("GDPR") to pay:

1. compensation in respect of damage or distress as described in Article 82 of the GDPR, including claimants' costs and expenses and prosecution costs awarded against the **Insured**; and
2. **Defence Costs and Expenses** in connection with a prosecution brought under Sections 108 - 110 of the Digital Economy Act 2017, provided that: the alleged offence was committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Insured's** business and the **Insured** has paid the fees in accordance with the terms of the Digital Economy Act 2017 and has taken all reasonable care to comply with the requirements of the GDPR.

However, this Extension shall not apply in respect of:

- a. the payment of fines or penalties; or
- b. the costs of replacing, reinstating, rectifying or erasing, blocking or destroying any personal data; or
- c. liability arising from or caused by a fraudulent, dishonest, deliberate or intentional act or omission by any **Employee** or any person eligible for indemnity under this Extension, the result of which could reasonably have been expected by any **Employee** or any person eligible for indemnity under this Extension having regard to the nature and circumstances of such act or omission;
- d. liability arising from the recording, processing or provision of data or personal data for reward or to determine the financial status of any person;
- e. legal liability where indemnity is provided by any other insurance,

**Housing Grants, Construction and Regeneration Act 1996**

The **Insurer** shall indemnify any **Insured Person** in respect of liability which the **Insured** may incur in respect of any **Claim** for claimants' costs and expenses as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996, provided that:

1. the alleged offence giving rise to the dispute was committed or alleged to have been committed during the **Period of Insurance**;
2. liability arises in the course of the **Business**; and
3. any payment made by the **Insurer** in respect of any award shall be made without prejudice to any other rights of the **Insurer** under this **Policy**;
4. the **Insurer** shall not be liable to provide any indemnity unless:
  - a. any notice of adjudication received by the **Insured** is forwarded to the **Insurer** immediately upon receipt;
  - b. the **Insured** provides notice to the **Insurer** of any intention by them to issue a notice of adjudication;
  - c. the **Insured** shall not accept any award made by an adjudicator to such a dispute as being final without the prior agreement of the **Insurer**.

**Indemnity to others**

The **Insurer** shall indemnify at the request of the **Insured**, as if they were the **Insured** for liability insured under this Section:

1. if the **Insured** so requests, any **Insured Person**;
2. any **Insured Person** in respect of liability for private work undertaken by an **Employee** with the knowledge, consent and approval of the **Insured**;
3. any **Employee**, members committee, officers or paid and voluntary helpers of the **Insured's**:
  - a. canteen and welfare organisations; or
  - b. crèche, child care and nursery facilities always excluding claims arising from the criminal act of abuse; or
  - c. social and sports organisations, in their capacities as such
4. any members and officers of the **Insured's**:

a. ambulance and fire, first aid, rescue and security services, but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given; or

b. medical organisations, but not including any medical practitioner while working in a professional capacity and excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given;

in their respective capacities as such; and

5. in the event of the death of the **Insured**, his or her legal personal representatives provided that:

a. the **Insured** would have been entitled to indemnity under this Section had the **Claim** been made against the **Insured**; and

b. the **Insurer** has the sole conduct and control of any **Claim**; and

c. there shall be no liability where indemnity is provided by any other insurance; and

d. all other parties shall be subject to the terms of this **Policy** in so far as they can apply.

However, this Extension shall not apply in respect of any officers or trustees of the **Insured's** pension scheme in such capacity.

#### Indemnity to principal

The **Insurer** shall, at the request of the **Insured**, indemnify any principal with whom the **Insured** has entered into an agreement but only to the extent that liability arises out of work performed for the principal by or on behalf of the **Insured**

provided that:

1. the **Insured** would have been entitled to indemnity had the **Claim** been made against the **Insured**; and

2. the principal shall not be indemnified under any other insurance or in any other way; and

3. the principal shall be subject to the terms of this **Policy** in so far as they can apply; and

4. nothing shall increase the **Insurer's** liability to pay any amount in respect of any **Occurrence** in excess of the applicable Limit of Liability.

#### Motor Liability

The **Insurer** shall indemnify any **Insured Person** in respect of liability arising out of or from:

1. the use of any mechanically propelled vehicle as a tool or plant; or

2. the loading or unloading of any mechanically propelled vehicle or trailer when carried out beyond the limits of any carriageway or thoroughfare by a person other than the driver or attendant of any such vehicle or trailer; or

3. the movement of any mechanically propelled vehicle not owned, hired or borrowed by or leased to any **Insured Person** on or under any premises occupied by the **Insured** where such vehicle is causing an obstruction and interfering with the performance of the **Business**; or

4. damage to visitors' or **Employees'** mechanically propelled vehicles (including contents and/or accessories) while parked within any car park for which the **Insured** is responsible or on any premises occupied by the **Insured** provided that:

a. such vehicle is not loaned or hired to the **Insured**; or

b. the damage to an **Employee's** vehicle does not arise out of the maintenance, operation or use of a vehicle by that **Employee**.

However, this Extension shall not apply in respect of liability arising from circumstances in which it is compulsory for the **Insured** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation.

#### Overseas Personal Liability

The **Insurer** shall indemnify any **Insured Person** or any spouse or any child of such person in respect of their legal liability incurred in a personal capacity to third parties to pay damages in respect of accidental **Bodily Injury** to any person and accidental damage to **Property** arising from personal activities, whilst temporarily outside the **United Kingdom** in connection with the **Business**

provided that:

1. such persons are ordinarily resident in the **United Kingdom**; and

2. such persons shall observe, fulfil, and be subject to the terms of this **Policy** so far as they can apply; and

3. nothing in this Extension shall increase the **Insurer's** liability to pay any amount in excess of the Limit of Liability for this Section and which shall be the most the **Insurer** shall pay, irrespective of the operation of this clause or the number of insured parties to be indemnified.

However, this indemnity shall not apply in respect of any liability:

- a. arising out of the ownership or occupation of land or buildings; or
- b. arising from the ownership, possession, or use under the control of the **Insured** or of any party seeking indemnity under this Extension, of any mechanically propelled vehicle, trailer, aircraft, or other aerial devices, hovercraft, or watercraft of any size; or
- c. in respect of which there is any other insurance or indemnity in favour of any party seeking indemnity under this Extension.

**Property in the Insured's care, custody or control**

Notwithstanding any exclusion to the contrary, the **Insurer** shall indemnify the **Insured** against legal liability arising out of or from:

- 1. damage to personal effects (including vehicles and their contents) of any **Employees, Directors, Members, Partners**, officials, visitors or guests; or
- 2. damage to premises including landlord's contents, fixtures and fittings not owned by the **Insured** but leased or rented by them in the course of **Business**; or
- 3. contractual liability that arises from an agreement requiring insurance to be maintained in force in respect of loss of or damage to such premises and their fixtures and fittings; or
- 4. damage to premises or the contents thereof not belonging to or leased to or rented to the **Insured** or otherwise in the **Insured's** custody or control but temporarily occupied by the **Insured** for the purpose of carrying out work but no indemnity is provided by this clause for damage to that part of the property on which the **Insured** is working and which arises out of such work.

However, this indemnity shall not apply in respect of any liability:

- a. other than under part 3. above, assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement; or
- b. for damage to premises which is insured under any other insurance policy.

**Statutory Defence Costs**

The **Insurer** shall indemnify the **Insured** against:

- 1. reasonable defence costs and expenses incurred with the written consent of the **Insurer**; and

- 2. prosecution costs and expenses awarded against the **Insured** or any **Insured Person**,

solely for the conduct of the defence of the **Insured** resulting from a prosecution (including an appeal against conviction) of an alleged offence arising under any statute, including:

- a. the Health and Safety at Work etc. Act 1974;
- b. Part II of the Consumer Protection Act 1987;
- c. Sections 7, 8, 14 and/or 15 of the Food Safety Act 1990;
- d. Construction (Design & Management) Regulations 2007;

in the **United Kingdom** giving rise to a relevant duty of care in the course of the **Insured's Business** provided that:

- 3. the alleged offence was committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**; and
- 4. the circumstances of the said alleged offence may be the subject of indemnity under this Section and is not the subject of any Exclusion under this Section or any **Policy** Exclusion; and
- 5. the **Insurer** shall not be liable for any prosecution defence costs and expenses arising under the Corporate Manslaughter and Corporate Homicide Act 2007; and
- 6. the **Insurer** shall not be liable for the payment of any fine or penalty; and
- 7. the **Insurer** shall not be liable where the prosecution results from a deliberate management decision, act, or omission of management; and
- 8. The **Insurer** shall not be liable under this Extension for any amount in excess of the Limit of Liability stated in the **Schedule**. This amount is included within and not additional to the applicable Limit of Liability and is the maximum amount the **Insurer** shall pay under this Extension in respect of any one prosecution, regardless of the number of **Insured** entitled to indemnity in respect of the prosecution.

**Statutory Fee for Intervention**

Where the **Insurer** has agreed to make or has made a payment under 'Statutory Defence Costs' Extension of this Section for the Health and Safety Executive's prosecution costs and expenses in relation to a breach of the Health and Safety at Work etc. Act 1974, the **Insurer** shall further indemnify the **Insured** against the cost of any Fee for Intervention issued and claimed by the Health and Safety Executive, where such cost relates to an investigation directly related to and forming part of the

prosecution brought against the **Insured** in relation to a breach of the Health and Safety at Work Act 1974

provided that:

1. notice of any Fee for Intervention is received by the **Insured** during the **Period of Insurance**; and
2. the circumstances of the investigation may be the subject of indemnity under this Section and are not the subject of any Exclusion under this Section or General Exclusions; and
3. the **Insurer** shall not be liable for the payment of any fine or penalty; and
4. the **Insurer** shall not be liable for any Fee for Intervention where the **Insurer** has not agreed to make or has not made a payment under the 'Statutory Defence Costs' Extension of this Section; and
5. the **Insurer** shall not be liable where the Fee for Intervention results from a deliberate management decision, act, or omission of management; and
6. the **Insurer** shall not be liable under this Extension for any amount in excess of the Limit of Liability stated in the **Schedule**. This amount is included within and not additional to the applicable Limit of Liability for this Section and is the maximum amount the **Insurer** shall pay under this Extension in respect of any one Fee for Intervention, regardless of the number of **Insureds** entitled to indemnity in respect of the Fee for Intervention.

**PROPERTY AND LIABILITY - POLICY DEFINITIONS**

Except for headings and unless expressed to the contrary, words, terms and phrases that are printed in bold shall have the meanings set out below.

Where any provision of this **Policy** contains specific defined words, terms and phrases, they apply to that particular provision only and must be read in conjunction with the following Policy Definitions, unless otherwise stated.

**Act of Terrorism**

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

**Advertising Injury**

means:

1. infringement of copyrighted advertising materials, titles or slogans; or
2. misappropriation of advertising ideas or style of doing business; or
3. oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, **Products** or services; or
4. oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;

in the course of advertising the **Insured's** goods, **Products** or services, however 'Advertising Injury' shall not include or provide any indemnity for:

- a. the oral, broadcast, telecast or written publication of material whose first publication took place before the inception of the **Period of Insurance**; or
- b. the failure of goods, products or services to conform with advertised quality or performance; or
- c. the incorrect description or mistake in advertised price of goods, **Products** or services sold, offered for sale or advertised; or
- d. the infringement of registered trademarks, patents, registered designs, service marks or trade names (other than infringement of copyrighted advertising materials, titles or slogans); or

**Ascertained Net Expenses**

means those actual expenses, costs and/or guarantees or irrevocable monetary commitments including

- e. the breach of contract (other than liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract); or
- f. the advertising activities undertaken on behalf of another party by any **Insured** engaged in the business of advertising or undertaken for a fee; or
- g. any offence committed by the **Insured** whose business is advertising, broadcasting, publishing or telecasting;
- h. Advertising Injury in the United States of America or Canada or any territory within their jurisdiction.

**Annual Rent Receivable**

means the **Rent Receivable** during the 12 (twelve) months immediately preceding the date of the **Incident**, to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in, or other circumstances affecting the **Business** either before or after the **Incident**, or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which, but for the **Incident**, would have been obtained during the relative period after the **Incident**.

**Annual Revenue**

means the **Gross Revenue** during the 12 (twelve) months immediately before the date of the **Incident** which is subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

**Annual Turnover**

means the **Turnover** during the 12 (twelve) months immediately before the date of the **Incident** which is subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

advertising, promotions and exploitation costs (net of salvage or other recoveries, including any portion of revenues that at the time of loss the Insured is not obliged to return), which were spent by the Insured



prior to the **Cancellation** or **Interruption** of the **Event**. It shall not include lost earnings or profit.

**Auditors**

means qualified accountants who inspect the accounting records and practices of a company or business.

**Bankers Blanket Bond**

means blanket protection provided to a financial institution against **Damage** resulting from its employees' dishonest or fraudulent acts and from third parties' acts committed with the intent to obtain a financial gain or to cause damage.

**Bodily Injury**

means death, injury, disease and any recognised psychiatric illness.

**Bodily Injury Damages**

means damages which the **Insured** is legally liable to pay in respect of **Bodily Injury**, including losses flowing directly therefrom, but excluding losses of any other kind.

**Business**

means the business activities of the **Insured**, as detailed in the **Schedule, Business** shall include:

1. private work carried out by an **Employee** for any **Insured Person** with the prior consent of the **Insured**;
2. participation in any conference, exhibition, trade fair or similar;
3. the maintenance, ownership and repair of any premises;
4. the maintenance of plant and vehicles owned and used by the **Insured**;
5. the management and provision of ambulance, fire, first aid and security services for **Employees**; or
6. the management and provision of canteen, social, sports and welfare organisations for **Employees**.

**Building(s)**

means the fixed permanent structures at the **Premises** including:

1. buildings within the boundaries of the **Premises** belonging to or for which the **Insured** is responsible or for which the **Insured** has accepted responsibility;
2. tenants' improvements, including decorations, fixtures and structural alterations for which the **Insured** is responsible; or

3. outbuildings and annexes together with extensions and canopies adjoining thereto or communicating therewith, gangways, bridges, conveyors, trunks, lines, wires, service pipes and other equipment;
4. foundations;
5. adjoining gangways, yards, roadways or pavements, car parks, barriers, forecourts, artificial surfaces constructed of concrete or asphalt around and pertaining thereto, drains, sewers and gutters;
6. walls, gates, fences and signage;
7. soft and hard landscaping;
8. ponds, water features, lakes, canals, reservoirs and swimming pools;
9. solar panels;
10. cleaning cradles;
11. security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings, walls, gates, fences, fixed poles or fixed pylons at the **Premises**;
12. telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which the **Insured** is responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **Premises**;
13. underground storage tanks;
14. washroom and sanitary fittings;
15. annexes and outside buildings, gangways, bridges, extensions, conveyors, trunks, lines, wires, service pipes and other equipment, walls and gates and fences;
16. wind turbines used by the **Insured** for the generation of electricity;

17. neon and illuminated signs and electric light fittings, but excluding property more specifically insured.

**Business Equipment**

means printers, photocopiers, facsimile machines, telecommunications systems, computer equipment, personal computers, word processing equipment, lap top computers, electronic note pads/tablets, modems, mobile phones, pagers, dictating machines, satellite navigation systems, calculators, computer aided design equipment, keyboards, visual display units, desk top publishing equipment, graphic design equipment, electronic imaging equipment and data carrying materials comprising all current and back up computer programmes and information contained on magnetic or optical discs and magnetic tapes owned, leased or rented by the **Insured**, or for which the **Insured** is legally responsible, whilst at the **Premises** and used in connection with the **Business**.

**Business Hours**

means any period during which the **Premises** are occupied for **Business** and during which any authorised **Insured Person** entrusted with **Money** is in the **Premises**.

**Cancellation**

means the necessary cancellation, withdrawal, curtailment or abandonment of the **Event**.

**Circumstances**

means any circumstances of which the **Insured** shall become aware or ought reasonably to have become aware, that may reasonably have been expected to give rise to a **Claim**.

**Claim**

means:

1. a civil proceeding in a court of law or equity commenced by the service of a Letter of Claim or a Claim Form, or equivalent documentation; or
2. a written demand for monetary damages or non-monetary relief; or
3. an arbitration commenced by receipt of a written request, demand or invitation to arbitrate, or similar communication; or
4. an invitation to enter into alternative dispute resolution;
5. an investigation or charge brought by any governmental or regulatory body, when brought under an Extension covering such;

including, where applicable, any appeal therefrom.

**Combined Single Limit**

means the maximum amount the **Insurer** shall pay under this **Policy** in the event that two (or more) insurance sections, to which the **Combined Single Limit** applies, provide coverage for an **Occurrence**.

**Computer Equipment**

means all computer equipment including manufacturer installed software, interconnecting wiring, fixed disks, telecommunications equipment and used for the storage and communication of electronically processed data owned by or leased, hired or rented to the **Insured**.

**Computer Record**

means a unit of **Electronic Data** representing a particular transaction or inter-related data which describes an event, person or other entity.

**Computer Virus**

means unauthorised computer code that is designed and intended to transmit, infect and multiply itself over one or more networks, and cause:

1. computer code or programs to perform in an unintended manner;
2. the deletion or corruption of electronic data or software; or
3. the disruption or suspension of a network.

**Consequential Loss**

means loss resulting from interruption of or interference with the **Business** carried on at the **Premises** in consequence of damage insured under this **Policy**.

**Contaminate**

means to introduce a foreign material or substance in such a way as to render **property insured** unfit for use or sale.

**Contents**

means machinery, plant, **Business Equipment** and all other contents, the property of the **Insured** or held by them in trust, for which the **Insured** is legally responsible and contained within the **Premises** and not otherwise insured, including:

1. business books, documents and manuscripts but only in respect of the value of the materials as stationery, together with the cost of the clerical labour expended in reproducing such business books, documents and manuscript and not for the value to the **Insured** of the information contained therein;
2. cigarettes, spirits, tobacco goods and wines;

3. closed circuit television and security alarm equipment;
4. **Computer Records**, in respect of the value of the **Data Media** and the cost of the clerical labour and computer time expended in reproducing such records including any expenses in connection with the production of information to be recorded therein (but not for the value to the **Insured** of the information contained therein);
5. designs, dies, jigs, models, moulds, patterns, plans, templates and tools but only those in current use and which the **Insured** would need to replace in the event of **Damage**;
6. the personal effects including clothing, **Money**, pedal cycles and tools of any **Insured Person** or any visitors of the **Insured**, but excluding:
  - a. **Buildings**;
  - b. landlord's fixtures and fittings;
  - c. **Property** more specifically insured elsewhere;
  - d. **Stock**.

**Crime**

means 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** benefit earned in the normal course of employment.

**Defence Costs and Expenses**

means reasonable and necessary fees (including but not limited to legal fees and experts' fees), charges, costs and expenses consented to in advance by the **Insurer** (such consent not to be unreasonably withheld) and incurred by the **Insured**, or on the **Insured's** behalf, in the investigation, adjustment, defence or appeal of any **Claim** which would, if upheld, be the subject of indemnity under this **Policy**. The term shall not, however, include regular or over-time salaries, wages, fees, overhead or benefit expenses associated with any **Insured Person** other than where incurred with the prior written consent of the **Insurer**.

**Damage**

means loss or destruction of or damage to the **Property Insured** which is used by the **Insured** in connection with the **Business**.

**Data Media**

means data carrying materials of all types (other than paper records) both current and back-up incorporating any stored programmes and/or **Electronic Data** that is

the property of the **Insured** or is leased, hired, rented or licensed to the **Insured**.

**Deductible**

means the first amount to be borne by the **Insured** in respect of each and every **Claim** or any one **Occurrence** (as stated in the **Schedule**), potential claim or potential occurrence as ascertained after the application of all other terms and conditions of this insurance. The deductible forms part of the **Sum Insured** or any **Sub-Limit** as applicable.

Where more than one deductible could be applied to one claim or occurrence, only the one deductible, the highest deductible, will be applied.

**Defined Peril**

means fire, lightning, explosion, aircraft or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, tempest, flood, escape of water from any tank apparatus or pipe, or impact by any vehicle or animal.

**Denial of Service Attack**

means any actions or instructions, constructed or generated with the ability to damage, interfere with, or otherwise affect, the availability of Insured network or network services, network connectivity or information systems.

This definition includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

**Deprivation**

means the **Insured** being deprived of the use or possession of the whole or part of its property outside the **United Kingdom** by reason of the **Insured** being prevented from exporting its property because the **Insured** is unable to obtain the necessary export licence.

**Director**

means a director of the **Insured** where the **Insured** is a limited company incorporated under the Companies Act 2006 or such other company legislation prevailing in the country of domicile of the **Insured**.

**Electronic Data**

means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data

or the direction and manipulation of such equipment.

**Employment Compensation Award**

means any basic and compensatory award made against the **Insured** by a tribunal for an **Employment Dispute** or such amount agreed by the **Insurer** in settlement of an **Employment Dispute**.

**Employment Dispute**

means a dispute between the **Insured** and an **Employee**, ex-**Employee**, prospective **Employee** or trade union acting on their behalf, arising from a breach or an alleged breach of a contract of service with the **Insured** or statutory rights under employment legislation.

**Employee**

means any person who, while engaged in working for the **Insured** in connection with the **Insured’s Business** is:

1. acting in the capacity of a non-executive **Director** of the **Insured**; or
2. under a contract of service or apprenticeship with the **Insured**; or
3. not under a contract of service or apprenticeship with the **Insured** but who, at the request of the **Insured**, is supplied, hired or borrowed by the **Insured** in connection with the **Business**, including but not limited to any:
  - a. drivers or operators of hired-in plant; or
  - b. labour master or labour only sub-contractor or person supplied by them; or
  - c. person on secondment from another company that is not insured under this Policy; or
  - d. person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme; or
  - e. prospective employees who are being assessed by the **Insured** as to their suitability for employment; or f. self-employed person; or
  - g. unpaid or voluntary person; or
4. deemed to be an employee by a court of law in the United Kingdom.

**Enforcing Authority**

means any statutory authority or regulator of the **United Kingdom** responsible for implementing or enforcing Environmental Legislation.

**Estimated Gross Profit**

means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Gross Profit** which it is anticipated shall be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** varies from 12 (twelve) months).

**Estimated Gross Revenue**

means the amount declared by the **Insured** to the **Insurer** as representing not less than the **Revenue** which it is anticipated shall be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or proportionate to a multiple thereof where the **Maximum Indemnity Period** varies from 12 (twelve) months).

**Event**

means any commercial event organised by or on behalf of the **Insured** in connection with the **Insured’s business**.

**Excess**

means the first amount to be borne by the **Insured** in respect of each and every **Claim** (including claimants’ costs and **Defence Costs and Expenses** )or any one **Occurrence** (as stated in the **Schedule**), potential claim or potential occurrence as ascertained after the application of all other terms and conditions of this insurance. The excess is in addition to the **Sum Insured** Limit of liability or any **Sub-Limit** as applicable.

**Excluded Territories**

means Libya, Afghanistan, Democratic Republic of Congo, Iraq, Somalia, South Sudan, Yemen, Central African Republic, Syria, Nigeria, Pakistan, Venezuela, Colombia, Egypt, Bangladesh, India, Mali, Mozambique, Sudan, Uganda, Algeria, Haiti, Mexico, Lebanon, Philippines, West Bank & Gaza Strip, Cameroon, Kenya, Ecuador or Mauritania.

**Expropriatory Conduct**

means any act of confiscation, expropriation, nationalisation, requisition, sequestration or wilful destruction, by law, order or administrative action of a government other than that of the United Kingdom which expressly and permanently deprives the **Insured** in whole or in part, of the use or possession of its **property**.

**Extortion Threat**

means a threat or threats (including actual or alleged **kidnapping**) made by a person or group demanding a ransom or extortion payment or a series of such payments as a condition for the mitigation or removal

of such threats.

All such threats: (a) related by a common committed, attempted or threatened wrongful act; or (b) made contemporaneously against the Insured or an **employee** of the Insured or **property** shall be deemed to constitute a single **extortion threat** if made by the same person or group. Any **extortion threats** made by the same person, group or collaborating groups with the apparent purpose of creating a cumulative or continuing coercive effect upon the Insured shall be considered related threats, whether the ransom or extortion demands are for a single payment or for separate payments.

#### Financial Loss

means a pecuniary loss or expense sustained by any customer to whom **Products** have been supplied by the **Insured** resulting from the defective or harmful condition of such **Products** or their failure or any part thereof to perform the function for which they were supplied under the law of Tort, but this shall not extend to any such loss or expense arising under the law of contract, unless also recoverable in the absence of such contract under the law of Tort.

#### Fixed Glass

means internal and external glass of normal glazing quality, or as may otherwise be specified under any building regulations which may apply, for which the **Insured** is responsible, or for which the **Insured** may deem itself responsible.

#### Goods

means tangible physical property that:

1. has economic value; and
2. is either held by the **Insured** in its inventory for sale or is shipped by the **Insured** to its customers via land, sea or air; and
3. is sold or exchanged by the **Insured** in trade or commerce.

#### Great Britain

means England, Scotland and Wales but shall exclude the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, Northern Ireland, the Channel Islands or the Isle of Man.

#### Gross Profit

means the amount by which the sum of the amount of the **Turnover** (less allowed discounts) and the amount of the closing **Stock** shall exceed the sum of the amount of the opening **Stock** and the amount of the **Uninsured Working Expenses**.

Note: The amounts of the opening and closing **Stock** shall be arrived at in accordance with the **Insured's** normal accountancy methods with due provision being made for depreciation.

#### Gross Revenue

means the money paid or payable to the **Insured** for **Business** activities set out in the **Schedule**.

#### Hacking

means unauthorised access to any computer or other equipment, component, system or item, which processes, stores or retrieves data, whether the property of the **Insured** or not.

#### Incident

means **Damage to Property** used by the **Insured** at the **Premises** for the purpose of the **Business**.

#### Indemnity Period

means the period beginning with the occurrence of the **Incident** and ending not later than the **Maximum Indemnity Period** thereafter, during which the results of the **Business** shall be affected in consequence of the **Incident**.

#### Informant

means any person providing information solely in return for monetary payment paid or promised by the **Insured**.

#### Insured

means the party identified as such in the **Schedule**.

#### Insured Goods

means goods incidental to the **Business** which are the property of the **Insured**, or held by the **Insured** in trust or for which the **Insured** is legally responsible, including containers, tarpaulins and ropes belonging to the **Insured** whilst in or on a **Vehicle** or trailer owned or operated by the **Insured**.

#### Insured Location

means those locations listed in the **Schedule**.

#### Insured Person

means the **Insured** and at the request of the **Insured**, any **Member, Partner, Director** or **Employee** of the **Insured** whose usual place of employment is at the **Premises**.

#### Insurer

means the Insurer as stated in the **Schedule**.

**Interrelated Claims**

means any one **Claim** or series of **Claims** or multiple **Claims** arising out of all **Occurrences** of a series consequent upon or directly or indirectly attributable to one source or original cause or common underlying causes, whether or not occurring at the same time or location.

**Interruption**

means the necessary interruption of an **Event** which is in progress.

**Intruder Alarm System**

means an electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the **Premises**.

**Keyholder**

means the **Insured** or any person or keyholding company authorised by the **Insured** who must be available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System**, attend and allow access to the **Premises**.

**Kidnapping**

means the wrongful abduction and holding under duress or by fraudulent means of any **employee** of the **Insured** by any person or group making a ransom demand or series of ransom demands for the release of such **employee**.

**Legal Adviser**

means unless otherwise agreed by the **Insurer**, the **Selected Legal Adviser** or, such alternative law firm, solicitor, or other legal adviser as chosen by the **Insured** under 'Section - Legal Expenses', 'Condition - Appointing a Legal Adviser'.

**Legal Expense Costs and Expenses**

means all reasonable and necessary costs chargeable by the **Legal Adviser** and agreed by the **Insurer** in accordance with the **Standard Terms of Engagement** and such costs awarded against the **Insured** for the claimant's costs if the **Insured** or **Insured Person** has been ordered to pay them, or where they are paid with the **Insurer's** prior written agreement.

**Legionella**

means any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air- conditioning plants, cooling towers and the like.

**Loss of Limb**

means permanent total loss of use of an entire hand, arm, foot or leg.

**Loss of Sight**

means total irredeemable and irrecoverable loss of sight of one or both eyes.

**Maximum Indemnity Period**

means the relevant period as identified in the **Schedule** or elsewhere in this **Policy**.

**Media Management Costs**

means the reasonable and necessary expenses incurred by a public relations firm which the **Insured** hires to provide media management services for the purpose of maintaining and restoring public confidence in the **Insured's Business**.

Media Management Costs does not include:

1. salaries, wages or benefits of the **Insured**, the **Insured's Employees** or temporary workers;
2. **Bodily Injury** or property damage;
3. any loss of revenue due to business interruption;
4. any costs arising from claims adjustment expenses.

**Member**

means one of the co-owners or investors in the **Insured** where the **Insured** is a limited liability partnership incorporated under the Companies Act 2006 or such other company legislation prevailing in the country of domicile of the **Insured** that permits such structures.

**Money**

means:

1. Negotiable instruments which must be current bank and currency notes, bills of exchange, business travel tickets, coinage, dividend warrants, gift tokens, Giro cheques, holiday-with-pay stamps, land registry stamps, luncheon vouchers, National Savings and National Insurance stamps, promissory notes, revenue stamps, sales vouchers, telephone cards, trading stamps, travellers cheques, uncrossed cheques, uncrossed money or postal orders, unexpired units in franking machines and unused postage stamps; or
2. Non-negotiable instruments which must be any crossed instruments being a banker's draft, cheque, credit and charge card counterfoils, credit cards and reservation vouchers, Giro draft, money or postal order, National Saving Certificates, premium bonds, stamped National Insurance cards, stamped pension cards, traveller's

cheque, used National Insurance stamps and VAT purchase invoices,

all pertaining to the **Business** and belonging to or the responsibility of the **Insured**.

**Notifiable Human Disease**

means acute encephalitis, acute poliomyelitis, anthrax, cholera, diphtheria, dysentery, food poisoning, leptospirosis, malaria, measles, meningitis (meningococcal, pneumococcal, haemophilus influenzae, viral, other specified or unspecified types), meningococcal septicaemia (without meningitis), mumps, ophthalmia neonatorum, paratyphoid fever, plague, rabies, relapsing fever, rubella, scarlet fever, smallpox, tetanus, tuberculosis, typhoid fever, typhus fever, viral haemorrhagic fever, viral hepatitis, (hepatitis A, B, C, other) whooping cough and yellow fever.

No other disease shall be added to the above list without the prior written consent of the **Insurer**.

**Nuclear Installation**

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

1. the production or use of atomic energy, or the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation; or
2. the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

**Nuclear Reactor**

means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

**Occurrence**

means any loss, event, incident or accident, or series of losses, events, incidents or accidents arising out of, consequent upon or directly or indirectly attributable to one source or original cause or common underlying causes, whether or not occurring at the same time or location.

**Offshore Installation**

means:

1. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral

2. resources or exploration with a view to such exploitation;

3. any installation in the sea or tidal waters which is intended for the storage or recovery of gas or oil;

4. any installation in the sea or tidal waters which is intended for the generation of renewable energy using wind, tide or wave technology;

5. any, cable, pipe or system of cables or pipes in the sea or tidal waters; or

6. any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2, 3 or 4 of this definition.

**Outstanding Debit Balances**

means the total outstanding debit balances last recorded by the **Insured** before the date of the **Incident**, adjusted for:

1. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Incident**) to customers' accounts, in the period between the date to which the last record relates and the date of the **Incident**;

2. any abnormal condition of trade which had, or could have had a material effect, on the **Business**; and

3. bad debts,

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Incident** had the **Incident** not occurred.

**Overnight**

means from 21:00 hours or whenever the **Vehicle** was last occupied or physically under the supervision of the **Insured** or any **Employee** or agent of the **Insured**, whichever is the earlier, to 06:00 hours or until the **Vehicle** is first used by the **Insured** or any **Employee** or agent of the **Insured**, whichever is the later.

**Partner**

means one of the co-owners or investors in the **Insured** where the **Insured** is an unincorporated trading partnership.

**Period of Insurance**

means the period shown in the **Schedule** or such other period(s) agreed by the **Insured** and **Insurer** in writing.

**Period of Restoration**

means the period beginning with the date that business

operations have first been interrupted and ending on the earlier of:

1. the date when the business operations have been restored substantially to the level of operation that existed prior to the interruption; or
2. three hundred and sixty five (365) days after the business operations have first been interrupted.

**Permanent Total Disablement**

means permanent total disablement preventing the **Insured Person** from engaging in or attending to the **Business**.

**Personal Injury**

means:

1. false arrest, false detention, false imprisonment;
2. malicious prosecution;
3. invasion of privacy;
4. wrongful entry, wrongful eviction, interference with the right of private occupancy.

**Phishing**

means electronic communication purporting to be from a legitimate source which contains a link to websites masquerading as a trustworthy entity.

In respect of ‘Section – Terrorism’ means any access or attempted access to data or information made by means of misrepresentation or deception.

**Policy**

means:

1. all Terms and Conditions, Exclusions, Extensions and Sections indicated as operative in the **Schedule**; and
2. all Endorsements and variations issued from time to time; and
3. all **Schedules**, appendices, notices, subjectivity notices and other documents agreed by the **Insurer** and the **Insured**, attaching from time to time; and
4. the **Proposal**, statement of fact or fair presentation,

all of which shall be read together and constitute the contract of insurance.

**Pollution**

means the discharge, dispersal, seepage, migration, release or escape, whether permanent or transitory, of

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fibres, fumes, acids, alkalis, chemicals and any other hazardous materials and waste (including material to be recycled, reconditioned or reclaimed) into or upon buildings or other structures, land, the atmosphere or any water course or body of water.

**Premises**

means those parts of the **Insured Location** occupied by the **Insured** for the purpose of the **Business**.

**Products**

means any products or goods (including containers, labelling or instructions, provided in connection therewith) which are sold, supplied, erected, repaired, altered, treated or installed by the **Insured** in the course of the **Business**.

**Professional Advice Services**

means the provision of any designs, plans, specifications, formulae, directions or advice prepared or given or provided by the **Insured** for a fee under a specific contract, where a fee is specifically charged solely for the provision of such designs, plans, specifications, formulae, directions, advice or where such designs, plans, specifications, formulae, directions, advice are itemised as a separate charge within any fee allocation.

**Property**

means property which is both material and tangible but shall not include **Electronic Data**.

In respect of Section - Confiscation and Deprivation, property means tangible property other than **money** or securities.

**Property Insured**

means the property insured under this **Policy**, as specified in the **Schedule**.

**Proposal**

means any information supplied by or on behalf of the **Insured**, deemed to be a completed proposal form and other relevant information that the **Insurer** was provided for the purposes of assessing the risk insured under this **Policy** and the Terms and Conditions to be applied. Where this **Policy** is a renewal or replacement of a preceding policy underwritten by the **Insurer** and no new **Proposal** is completed, the last available **Proposal** shall be deemed to be applied to this **Policy**.

**Rate of Gross Profit**

means the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident** which is subject to such adjustments as may



be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

#### Reasonable Prospects

means in a civil case, the prospects that the **Insured** or **Insured Person** will recover losses or damages or make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. The **Insurer** or the **Selected Legal Adviser**, will assess whether there are **Reasonable Prospects**. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

#### Reinstatement

means:

1. the rebuilding or replacement of the **Property Insured** directly affected by the **Damage** which, provided the liability of the **Insurer** is not increased, may be carried out:
  - a. in any manner suitable to the requirements of the **Insured**; or b. upon another site; or
2. the repair or restoration of the **Property Insured** directly affected by **Damage**,

in either case to a condition equivalent to or substantially the same as, but not better or more extensive than, its condition when new.

#### Remediation

means works or operations to treat, remove or dispose of **Pollution**.

#### Rent Payable

means money which continues to be legally payable by the **Insured** whilst the **Premises** are rendered unusable as a result of **Damage** but only in respect of the period reasonably necessary for their **Reinstatement** and not exceeding the maximum period stated in the **Schedule**.

#### Rent Receivable

means the amount paid or payable to the **Insured** including service charges and other income for the use of the **Premises** by any tenant and services provided by the **Insured** in connection therewith to any tenant.

#### Schedule

means the document titled Schedule that includes the name and address of the **Insured**, the premium and other variables to this **Policy** (including endorsement clauses)

and is incorporated in this **Policy** and accepted by the **Insured**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

#### Selected Legal Adviser

means the preferred law firm, solicitor, or other legal advisor appointed by the **Insurer** to act on behalf of the **Insured** under the terms of the 'Section - Legal Expenses'.

#### Specified Property

means portable items of equipment whilst anywhere within the **United Kingdom**, unless otherwise stated in the **Schedule**, including whilst in **Transit** as though such items are situated in the **Premises**.

#### Standard Gross Revenue

means the **Gross Revenue** during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period** which is subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

#### Standard Rent Receivable

means the **Rent Receivable** during that period in the 12 (twelve) months immediately preceding the date of the **Incident**, which corresponds with the **Indemnity Period** which is subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the **Incident**, or which would have affected the **Business** had the **Incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the **Incident**, would have been obtained during the relative period after the **Incident**.

#### Standard Turnover

means the **Turnover** during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period** which is subject to such adjustments as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business**, either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

**Stock**

means stock and materials in trade, including work in progress and finished goods, the property of the **Insured** or held in trust or for which the **Insured** is responsible.

**Stock Debris Removal**

means removing **Stock** debris from the **Premises** following **Damage to Property Insured**.

**Sub-Limit**

means the maximum liability of the **Insurer** under a specified Section or Extension which forms part of the overall limit of liability or **Sum Insured**.

**Subsidiary Company**

means:

1. any company in respect of which an **Insured** (either directly or indirectly through 1 (one) or more of its subsidiary companies):

- a. controls the composition of the Board of Directors;
- b. controls more than half the voting power at a general meeting of shareholders; or c. holds more than half of the issued share capital (regardless of class of share);

2. any company, as defined above, which is acquired or created on or subsequent to the inception date of this **Policy** and of which the total assets do not exceed the amount stated on the **Schedule**;

3. any other company that the **Insurer** has given prior written consent to for its inclusion as a subsidiary company under this **Policy**.

**Sum Insured**

means the sum insured stated in the **Schedule**.

**Temporary Total Disablement**

means temporary total disablement preventing the **Insured Person** from engaging in or attending to the **Business**.

**Territorial Limits**

means the territorial limits stated in the **Schedule**.

**Terrorism**

*For 'Sections - Employers' liability, Public liability, Products Liability and Pollution liability' Terrorism means:*

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

purpose, including the intention to overthrow or influence any government, whether or not legally constituted, or to put the public or any section of the public in fear.

*For all other sections Terrorism means any actual or threatened:*

1. action falling within Section 1 Subsection (2) of the Terrorism Act 2006; or

2. commission of an act dangerous to human life or property; or

3. commission of an act that interferes with, or disrupts, an electronic or communications system; or

4. use of force or violence against persons or property, undertaken by any person or group of persons, whether or not acting on behalf of, or in connection with, any organisation, government, power, authority or military force, when the reasonably apparent intent or effect is:

a. to intimidate or coerce a government or business, or to disrupt any segment of the economy; or

b. to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or

c. to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

**Time Excess**

the first period of time that is uninsured, in respect of each and every claim or any one occurrence (as stated in the **Schedule**), potential claim or potential occurrence as ascertained after the application of all other terms and conditions of this insurance.

**Transit**

means the period during which the **Property Insured** is being carried to its destination by any means of transit, including the loading and unloading of the **Property Insured**, anywhere within the **United Kingdom**, including sea and air transits therein.

**Turnover**

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

**Unattended**

means that neither the **Insured** nor any **Employee** or agent of the **Insured** are in a position to keep the **Vehicle**

or the **Property Insured** under constant surveillance, nor at the same time have a reasonable prospect of preventing any unauthorised interference with the **Vehicle** or **Property** of the **Insured**.

#### **Unauthorised Access**

means any accessing of the **Insured's Network** or information stored on the **Insured's Network** by an unauthorised person, or by an authorised person in an unauthorised manner including theft of any information storage device used to store, retrieve or transport information, but this shall not include any unauthorised access to any voice mail system or telephone system except under 'Insuring clause – Telephone Hacking' of the 'First Party Cyber, Technology And Communications Damage' Section.

#### **Uninsured Working Expenses**

means purchases (less discounts received), bad debts, carriage, packing and freight.

#### **United Kingdom**

means England, Scotland, Wales, Northern Ireland, and references to the United Kingdom shall include the Channel Islands and the Isle of Man.

#### **Unoccupied Premises**

means **Premises** or part of any **Premises** which are empty, untenanted or no longer in active use by the **Insured** or any tenant of the **Insured**, for a period of thirty (30) days or more.

#### **Vehicle**

means any motor vehicle or articulated vehicle, including any trailer, semi-trailer, chassis or similar unit, used to carry the **Property Insured**.

#### **Violent Injury**

means injury (including multiple injuries sustained in one incident) to an **Insured Person** caused solely and directly by violent means and which within 24 (twenty four) months of the injury results in the **Insured Person's** death, **Loss of Limb**, **Loss of Sight**, **Temporary Total Disablement** or **Permanent Total Disablement**. **Violent Injury** shall not include sickness, disease, any recognised psychiatric illness, shock or any naturally occurring condition or degenerative process or any gradually operating cause.

#### **Virus or Similar Mechanism**

means a programme code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. This definition includes but is not limited to Trojan horses, worms and

logic bombs.

#### **Waiting Period**

means the period stated in the Schedule which shall be applied to each **Period of Restoration** and represents the number of hours the **Insured's** business operations must be interrupted before the **Insurer** is first obligated to pay a loss or claim (other than extra expense) in accordance with the Business Interruption and Extra Expense coverage under the 'First Party Cyber, Technology And Communications Damage' Section.

#### **War**

means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **Terrorism**.

**PROPERTY AND LIABILITY - POLICY CONDITIONS**

Unless stated to the contrary in any Section, the Terms and Conditions set out below apply to each Section of this **Policy**. Please also read any Conditions applicable to individual Sections.

**Claims Conditions**

Notice of Claims and Circumstances, Applicable to Claims Made covers.

**Notice of Claims**

The **Insured** shall, as a condition to the obligations of the **Insurer** under this **Policy**, give written notice to the **Insurer** of any **Claim** of which it first becomes aware during the **Period of Insurance**, as soon as reasonably practicable after the **Insured** first becomes aware of such **Claim**.

The **Insured** shall give written notice to the **Insurer** under the **Policy** using the “Claim Notification” details stated in the **Schedule**. If posted, the date of posting such notice shall constitute the date such notice was given.

**Notice of Circumstances**

The **Insured** shall, as a condition to the obligations of the **Insurer** under this **Policy**, give written notice to the **Insurer** of any **Circumstances** of which it first becomes aware during the **Period of Insurance**, as soon as reasonably practicable after the **Insured** first becomes aware of such **Circumstances**. Such notice must include details of the:

1. **Circumstances** and any allegations anticipated as the basis of the potential **Claim**, together with the names of any potential claimants; and
2. identity of the individual allegedly responsible for such specific **Circumstances**; and
3. consequences which have resulted or may result from the **Circumstances**; and
4. nature of the potential monetary damages or non-monetary relief which may be sought in consequence of the **Circumstances**; and
5. circumstances by which the **Insured** first became aware of such **Circumstances**.

If such notice is given, provided the **Insurer** accepts it as a proper notification of **Circumstances**, any **Claim** otherwise covered pursuant to this **Policy** which is subsequently made and which arises out of the **Circumstances**, shall be deemed to have been first made against the **Insured** and reported to the **Insurer** by the **Insured** at the time such written notice was received by the **Insurer**.

Such notice to the **Insurer** must be given in writing or by an agreed electronic format to the ‘Claims notification’ addresses specified in the **Schedule**.

**Interrelated Claims**

If **Interrelated Claims** are subsequently made against the **Insured** and reported to the **Insurer**, all such **Interrelated Claims**, whenever made, shall be considered a single **Claim** first made and reported to the **Insurer** within the **Period of Insurance** in which the earliest of the **Interrelated Claims** was first made and reported to the **Insurer**.

The **Insured** shall give written notice to the **Insurer** under the **Policy** using the “Claim Notification” details stated in the **Schedule**. If posted, the date of posting such notice shall constitute the date such notice was given.

**Notice of Occurrences applicable to Occurrence covers**

The **Insured** shall, as a condition to the obligations of the **Insurer** under this **Policy**, give written notice to the **Insurer** of any **Occurrence**, which may give rise to any liability of the **Insurer** under this **Policy** as soon as reasonably practicable after the **Insured** first becomes aware of such **Occurrence**.

The **Insured** shall give written notice to the **Insurer** under the **Policy** using the “Claim Notification” details stated in the **Schedule**. If posted, the date of posting such notice shall constitute the date such notice was given.

**Claims conditions applicable to all claims under this policy**

**Provision of information**

The **Insured** must, as soon as reasonably practicable, provide:

1. to the **Insurer**, at the **Insured’s** own expense, all information relating to the **Claim** or **Occurrence** reasonably requested by the **Insurer**. Every writ, claim form or summons must be forwarded to the **Insurer** immediately on receipt; and
2. details of any other insurance relating to the **Claim** or **Occurrence**; and
3. all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required, all of which information and details may be produced by the **Insured’s** professional accountants or **Auditors**, provided they regularly act as such, and said report shall be prima facie evidence of such information and details; and
4. if demanded by the **Insurer**, a statutory declaration of the truth of the **Claim** or **Occurrence** and of any matter connected with it; and

5. notice to the police authority in respect of any theft, attempted theft, riot, malicious **Damage**, accidental loss (including of **Money**) or **Act of Terrorism**.

**Property Damage Claims**

1. On the happening of **Damage** in respect of which a **Claim** is made, the **Insurer** and any person authorised by the **Insurer**, may, without incurring any liability or diminishing any of the **Insurer’s** rights under this **Policy**:

a. enter, take or keep possession of the **Premises** where such **Damage** has occurred; and/or

b. take possession of, or require to be delivered to the **Insurer**, any **Property Insured** and deal with such **Property** for all reasonable purposes and in any reasonable manner;

2. No **Property Insured** may be abandoned to the **Insurer**, whether taken possession of by the **Insurer** or not;

3. No **Property Insured** which has suffered **Damage** may be repaired or altered without the permission of the **Insurer**, unless where such repairs or alterations are necessary to comply with Condition 5), below;

4. If any **Property** is to be reinstated or replaced by the **Insurer**, the **Insured** shall, at its own expense, provide all such plans, documents, books and information as may be reasonably required by the **Insurer**. The **Insurer** shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend, in respect of any one of the items insured, more than its **Sum Insured**;

5. The **Insured** shall take all reasonable steps to minimise loss and to prevent further **Damage** and to avoid or minimise any other loss;

6. Under Extension – Personal Accident (Assault) of Section - **Money**, all certificates, information and evidence in support of a **Claim** shall be provided, at the expense of the **Insured Person**, and must be in the form required by the **Insurer**. The **Insured Person** must, as often as required, submit to medical examination at the **Insurer’s** expense. In the event of death of an **Insured Person**, the **Insurer** shall be entitled to require a post-mortem examination of such **Insured Person**, which shall be carried out at the **Insurer’s** expense.

**Settlement / Admission of Liability**

The **Insured** shall not admit or assume any liability, consent to any judgment, agree to any settlement or make any settlement offer without the **Insurer’s** prior written consent.

**Defence of Claims**

1. Except as provided otherwise by this clause, the **Insured** and not the **Insurer** has the duty to defend any **Claim**. The **Insurer** shall be entitled to take over the absolute control and conduct in the name of the **Insured**, the negotiation, defence or settlement of any **Claim**, or to prosecute any **Claim** in the name of the **Insured**, for its own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**; and

2. The **Insured** shall co-operate fully with the **Insurer** in respect of all **Circumstances, Claims and Occurrences**. The **Insured** shall, at all times, afford such information to and co-operate with, the **Insurer** and their appointed agents to enable the **Insurer** to comply with any applicable Pre-Action Protocols, Practice Directions or other stipulations that may, from time to time, be handed down by the Lord Chief Justice; and

3. In the event that a dispute arises between the **Insurer** and the **Insured** regarding whether or not to contest any legal proceedings, neither the **Insurer** nor the **Insured** shall be required to contest any legal proceedings unless a senior litigation solicitor that is agreed by the **Insured** and the **Insurer**, or in default of such agreement appointed by the local Law Society or equivalent professional association that represents the solicitors’ profession, shall advise that the proceedings should be contested. The **Insurer** and the **Insured** shall bear the costs of the senior litigation solicitor equally.

**Conditions for Payment of Defence Costs and Expenses**

Where applicable, the **Insurer**, on behalf of the **Insured**, shall pay **Defence Costs and Expenses**, as applicable, no later than 60 (sixty) days after the receipt by the **Insurer** of itemised invoices for **Defence Costs and Expenses** in excess of the applicable **Excess**. The **Insurer** shall not be liable for any **Defence Costs and Expenses** to which it has not consented in writing.

Payment of **Defence Costs and Expenses** shall be subject to the following Conditions:

1. if the **Insured** and the **Insurer** agree on an allocation of insured and uninsured **Defence Costs and Expenses**, the **Insurer** shall pay the amount of insured **Defence Costs and Expenses**; or

2. if the **Insured** and the **Insurer** cannot, after exerting their best efforts, agree on an allocation of insured and uninsured **Defence Costs and Expenses**, the **Insurer** then shall pay the percentage of **Defence Costs and Expenses** which the **Insurer** states to be fair and proper, until a different allocation is agreed upon or determined pursuant to the provisions of this **Policy** and applicable law; and

3. the **Insured** agrees to repay the **Insurer** any **Defence Costs and Expenses** finally established not to be insured; and

4. any allocation or advancement of **Defence Costs and Expenses** shall not apply to, or create, any presumption with respect to the allocation of other liabilities of the **Insurer** under this **Policy**.

**Allocation of Loss**

If any **Claim** includes both insured and uninsured loss, the **Insured** agrees that there must be an allocation between insured and uninsured loss.

The **Insured** and the **Insurer** shall exert their best efforts to agree upon a fair and proper allocation between insured and uninsured loss, based upon the relative legal and financial exposures of the parties to such matters, and the relative benefits obtained by the parties to any settlement of such matters.

If an **Insured** and the **Insurer** cannot agree on an allocation between insured and uninsured loss, the matter shall be resolved in accordance with the Dispute Resolution Condition.

**Discharge of Liability**

The **Insurer** may, at its sole discretion, pay to the **Insured** in connection with any **Claim** against the **Insured**, the applicable Limit of Liability (after deducting any sums already paid), or any lesser amount for which such **Claim** can be settled, and shall thereupon relinquish the conduct and control of the **Claim** and incur no further liability in connection therewith except for the amount of any **Defence Costs and Expenses** incurred prior to the date of payment.

**Property and Liability - Other Conditions**

**Alteration**

The **Insurer** shall have available all available legal remedies if after the commencement of the **Period of Insurance** there is any material alteration:

1. in the **Business** or in the **Premises** or property therein or in any other circumstances whereby the risk of **Damage, Bodily Injury**, damage to property or legal liability is materially increased;
2. whereby the **Business** of the **Insured** is wound up or conducted by a liquidator or receiver, or put into administration or permanently discontinued;
3. whereby the **Insured's** interest ceases otherwise than by will or by operation of the law; or
4. in the description of the **Business**;

unless the alteration is agreed to in writing by the **Insurer**.

The **Insured** shall give notice to the **Insurer** of any material alteration or material change in circumstances affecting the risk covered and until the **Insurer** shall have agreed in writing to accept liability for such altered risk, the **Insurer** shall not provide an indemnity in respect of the liability arising from such altered circumstances.

**Assignment**

Any assignment or transfer of this **Policy** or of any of the rights of the **Insured** shall not be valid without the prior written consent of the **Insurer**.

**Average (underinsurance) – applicable to Sections – Property, Business Interruption, Goods in Transit and Terrorism**

Whenever a **Sum Insured** is declared to be subject to average, if at the time of any **Damage** such **Sum Insured** is less than the total value of such **Property**, then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

**Cancellation**

The **Insurer** may cancel this **Policy** by giving 30 (thirty) days' notice by recorded delivery letter to the last known address of the **Insured**. The **Insured** will be entitled to a refund of premium paid less a proportionate deduction for the time the **Insurer** has been on cover provided no **Claims** have been made or reported.

The **Insured** shall have no cancellation right under the **Policy**, however the **Insurer** may at its sole discretion and being under no obligation, consider any request made by the **Insured** in relation to cancellation.

**Choice of Law**

This **Policy** shall be governed by, and construed solely in accordance with, the laws of England and Wales. The **Insured** and **Insurer** agree that all disputes shall be resolved by arbitration in accordance with the Dispute Resolution clause. However, the **Insured** and **Insurer** agree that subject always to this obligation, any and all disputes surrounding the obligation to arbitrate or the enforcement, dispute or challenge of any award shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Computer records**

That the **Insured** shall maintain a minimum of 2 (two) generations of back up **Computer Records** and software taken at intervals of no less frequency than every 48 (forty-eight) hours, one copy as a minimum being held off site.

**Declarations**

If any part of the premium or renewal premium is based on estimates provided by the **Insured**, the **Insured** shall

keep an accurate record containing all relevant particulars, and shall allow the **Insurer** to inspect such record. The **Insured** shall, within 1 (one) month after the expiry of the **Period of Insurance**, provide such information as the **Insurer** may require and the premium shall then be adjusted and the difference paid by or allowed to the **Insured** subject to any applicable minimum premium.

#### Dispute Resolution

Any dispute arising out of, or in connection with, this **Policy**, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

1. The number of arbitrators shall be one;
2. The seat or legal place of arbitration shall be England;
3. The language to be used in the arbitral proceedings shall be English; and
4. English law shall apply to the arbitration.

#### Deductible / Excess

The **Insurer** shall only be liable for any amount which is in excess of the applicable **Deductible** or **Excess** as specified in the **Schedule**. The **Deductible** or **Excess** shall be uninsured and the **Insurer** shall have no liability for all or any portion of such **Deductible** or **Excess**. For the purposes of applying the **Deductible** or **Excess**, all **Interrelated Claims** shall be considered one **Claim**.

Where a **Claim** is brought under 2 (two) or more Sections of the **Policy** and is subject to the **Combined Single Limit** only one **Excess** shall apply to that **Claim** and it shall be the greater of the applicable **Excesses**.

#### Firebreak doors and shutters

It is a condition of this **Policy** that all fire break doors and shutters shall be kept closed, except during working hours, and shall be maintained in efficient working order.

#### Fire extinguishment – other appliances

The **Insured** shall keep the fire extinguishing appliances in working order during the **Period of Insurance** of this **Policy**.

#### Fraud

If any benefit is obtained or attempted to be obtained under this **Policy** by way of any fraudulent means or devices by the **Insured**, or anyone acting on the **Insured's** behalf, then in accordance with the Insurance Act 2015 or other legislation the **Insurer** shall not be liable to pay the **Claim** and may terminate the **Policy** with effect from

the time of the fraudulent act, retaining any premiums paid.

However, treating a contract as having been terminated does not affect the rights and obligations of the **Insured** or the **Insurer** with respect to a relevant event (for example, the occurrence of a loss, the making of a claim, or the notification of a potential claim) occurring before the time of the fraudulent act.

#### Interests of third parties

The interests of third parties in the **Property** which the **Insured** is required to include under this **Policy** under the terms of any mortgage, lease or hire purchase agreement are automatically noted, subject to the **Insured** promptly notifying the **Insurer** of such interests.

#### Insurance Act 2015

In accordance with the Insurance Act 2015, the **Insured** shall ensure that the information provided by or on behalf of the **Insured** in connection with this insurance (whether at inception or otherwise) is presented in a clear and accessible manner and shall be materially accurate and not omit any material information which is known by the **Insured** or likely to be of relevance to the **Insurer** in accepting the insurance and setting the terms and conditions of this **Policy**.

This may include but not be limited to any knowledge or information:

1. available to, held, known or ought reasonably to have been known by any of the **Insured's** senior management or equivalent, the **Insured's** broker, the **Insured's** risk manager and any individual responsible for this insurance; or
2. which would have been revealed following a reasonable enquiry.

The remedies available to the **Insurer** under the Insurance Act 2015 include:

- a. changing or adding terms and conditions to the **Policy** which may take effect from inception;
- b. the reduction in the amount paid for a **Claim**; or
- c. where the **Insurer** would not have insured the risk; treat the **Policy** as if it never existed, returning any premium received; or
- d. deliberate or reckless acts may cause the **Policy** to be treated as if it never existed.

#### Intruder alarm systems – applicable to Sections – Property and Money

It is a condition of this **Policy** that in respect of **Damage** following entry or attempted entry into or exit from the **Premises** by forcible and violent where the **Premises** or part of the **Premises** are protected by an **Intruder Alarm System**, the **Insured** must ensure that:

1. **Intruder Alarm Systems** are maintained in full and effective working order, under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by the **Insurer** in writing; and
2. the **Premises** shall not be left unattended without the agreement of the **Insurer**:
  - a. unless the **Intruder Alarm System** is tested and set in its entirety and is, together with the means of communication used to transmit signals, in full and effective operation and,
  - b. where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected, has acknowledged the setting signal; and
  - c. if police response to alarm calls has been withdrawn without the written agreement of the **Insurer**; and
3. where the **Intruder Alarm System** is required or approved by the **Insurer** as a condition of cover, it must be installed in accordance with a specification agreed in writing by the **Insurer**; and
4. no alteration to or substitution of:
  - a. any part of the **Intruder Alarm System**; or
  - b. the procedures agreed by the **Insured** for police or any other responses to activation of or other warning signal pertaining to the **Intruder Alarm System**; or
  - c. the maintenance contract,
 shall be made without the prior written agreement of the **Insurer**; and
5. no structural alteration of, or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** shall be made without the prior written agreement of the **Insurer**; and
6. the **Insured** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall restrict their use to authorised persons only. It is a further requirement of this Condition that no details of these codes be left on the **Premises** and that the codes be changed immediately following the departure from the **Business** of an authorised person; and
7. the **Insured** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals; and
8. any change of **Keyholder** details shall be notified straight away to the police and any alarm receiving centre to which the **Intruder Alarm System** signals; and
9. in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of

communication during any period that the system is set, a **Keyholder** shall attend and allow access to the **Premises** without delay; and

10. in the event that the **Insured** receives any notification:

- a. from the police alarm installer / maintenance contractor or alarm receiving centre, that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed; or
- b. from a local authority or magistrate imposing any requirement for abatement of nuisance;
- c. the **Intruder Alarm System** cannot be returned to or maintained in full working order,

the **Insured** shall advise the **Insurers** as soon as possible, and in any event not later than 10:00 hours on the **Insurer's** next working day, and comply with any subsequent requirements stipulated by the **Insurer**.

#### Minimum standards of security

The **Insured** shall ensure that:

1. all protections in force at the **Premises** at the inception of this **Policy** or subsequently as stipulated by or agreed by the **Insurer** shall be in full operation securing the **Premises** whenever the **Premises** are closed for **Business** or left unattended; and
2. any keys for the **Premises** and or **Intruder Alarm System** and or safes and or strongrooms and/or any other secured area or device in which **Property Insured** is kept are removed from the **Premises** whenever they are closed for **Business** or left unattended; and
3. the **Insured** maintains the secrecy of codes for the operation of the **Intruder Alarm System** to authorised persons and no details of the same are left on the **Premises**.

#### Other Insurance (Contribution)

If any liability of the **Insured** is insured under any other insurance or indemnity whether collectible or not (or which would be but for any **Excess**, retention, deductible or similar) or which would be but for the existence of this **Policy**, then this **Policy** shall apply only as excess over any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the applicable Limits of Liability provided under this **Policy**.

#### Policy Interpretation

In this **Policy**, unless the context otherwise requires:

1. singular includes plural and vice versa; and



2. the male includes female and neuter; and
3. all references to legislation are English legislation unless expressly stated otherwise, and include amendments to, and re- enactments of such legislation and similar legislation in any jurisdiction; and
4. references to positions, offices or titles shall include their equivalents in any jurisdiction.

No amendment of this **Policy** shall be valid and binding on the **Insurer** unless agreed in writing.

Subjectivities may only be removed by written confirmation from the **Insurer** that state that the subjectivity no longer applies.

**Premium Payment**

It is a condition to the **Insurer's** liability under this **Policy** that the premium shall be paid in full by the **Insured** to the **Insurer**:

1. in accordance with the settlement due date; or
2. no later than 60 (sixty) calendar days of the commencement of the Period of Insurance; or
3. in respect of any additional or installment premium, within 60 (sixty) days of it falling due, whichever is the earliest.

If any premium (including any installment premium) is not paid and accepted by the **Insurer** by the settlement due date shown in the **Schedule** the **Insurer** shall provide written notice to the **Insured** in accordance with the 'Cancellation' clause.

**Reasonable precautions**

The **Insured** shall:

1. take all reasonable precautions to prevent, diminish or cease any activity which may give rise to any liability under this **Policy** and to maintain all **Premises**, plant and equipment, and everything used in connection with the **Business** in proper repair;
2. exercise care in the selection and supervision of **Employees**;
3. comply with statutory requirements, regulations and manufacturers' recommendations relating to the inspection and use of property and the health and safety of persons; and
4. as soon as reasonably practicable after discovery, cause any defect or danger to be made good or remedied, and in the interim take all additional precautions as may be required, with effect from the date the **Occurrence**.

**Several Liability**

The **Insurer's** obligations under this **Policy** are several and not joint and are limited solely to the extent of their individual subscription(s). The **Insurer** shall not be responsible for the subscriptions of any co-subscribing insurers who, for any reason, fail to comply with their duties hereunder.

**Subrogation**

The **Insured** shall, at the request and expense of the **Insurer** do, and concur in doing, and permit to be done, all such acts and things as may be reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other party, whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Insurer**, and the **Insured** shall do nothing following any loss to prejudice any such rights.

**Subrogation Waiver**

Notwithstanding any other provisions to the contrary in the event of a **Claim** arising under this **Policy** the **Insurer** agrees to waive any rights, remedies or relief to which it might become entitled, against:

1. any company standing in the relation of parent to subsidiary (or subsidiary to parent) of the **Insured**; or
2. any company which is a subsidiary of a parent company of which the **Insured** itself is a subsidiary, as defined under the Companies Act 2006.

**Third Party Rights**

Unless expressly stated, nothing in this **Policy** is intended to confer a directly enforceable benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

**PROPERTY AND LIABILITY - POLICY EXCLUSIONS**

The **Insurer** shall not be liable under this **Policy** in respect of:

**Anti-trust**

any liability arising out of, or in any way relating to, any actual or alleged competition, antitrust or price fixing issues or similar.

**Asbestos and Polychlorinated biphenyls**

**Bodily Injury**, other than external **Bodily Injury**, or damage to **Property** arising in whole or in part, either:

1. directly or indirectly out of asbestos or Polychlorinated biphenyls whether it be airborne as a liquid, gas, or fibre, or carried or transmitted on clothing or by any other means; or
2. contained in, or forming part of, any building material, cooling or insulative material;

except to the extent of the minimum sum required under 'Section – Employers' Liability' of the **Policy**, deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** in the **United Kingdom** may require.

**Authorities**

any liability incurred or sustained by the Insured or imposed on the Insured at the order, direction or request of any government agency, court or other authority, in connection with any environmental impairment, including Pollution, from any cause.

**Contract guarantees, performance bonds and deadlines**

loss of use or occupancy, loss of market or delay, liquidated damages, performance penalties, fines, penalties for non-completion, partial completion or delay in completion, non-compliance with contract conditions, punitive damages, costs related to eliminating or reducing liquidated damages or any other contract penalty clauses, performance warranties, contract guarantee, performance bond, or any deadline whatsoever, howsoever incorporated, entered into by the Insured, unless the Insured is able to prove that such liability would have arisen in the absence of any such contract clauses or warranties or as otherwise provided by 'Section – Business Interruption' 'Contractual Penalties' clause.

**Confiscation**

confiscation, expropriation, requisition, embargo or nationalisation.

**Date recognition**

the assessment, design, identification, inspection, installation, maintenance, modification, monitoring, rectification, repair, replacement, reprogramming or testing any equipment systems, software or any components thereof:

1. directly or indirectly caused by, or consisting of, or arising from, the failure of any computer equipment or any other products, equipment, services data or functions that directly or indirectly incorporate, use, or rely upon, in any manner, any items of computer equipment (whether the property of the Insured or not):
  - a. to correctly recognise any date as its true calendar date; or
  - b. to capture, save or retain or correctly manipulate, interpret or process any data or information, or command or instruction, as a result of treating any date otherwise than its true calendar date; or
  - c. to capture, save, retain or correctly process any data, as a result of the operation of any command, which has been programmed into any computer equipment, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data, on or after any date, but this shall not exclude subsequent damage or consequential loss not otherwise excluded, which itself results from Damage insured hereunder; or
2. caused by, or arising out of, any alteration to, or modification of, any computer equipment (whether the property of the Insured or not), being alterations or modifications intended to prevent, remedy or otherwise avoid or diminish the losses excluded by paragraph a. of this Exclusion, above.

The arrival of any date shall not in or of itself constitute an accident.

**Defamation**

any **Claim** for defamation, libel or slander except to the extent provided under any Section of this **Policy**.

**Dishonest, Malicious, Criminal or Deliberate Illegal Acts**

any dishonest, malicious, criminal, deliberate, reckless or illegal acts committed by any of the **Insured's Directors**, officers, **Employees**, **Member's**, **Partners** or trustees, whether acting alone or in collusion with other persons, however this shall not affect the **Insured's** cover under this **Policy** for vicarious liability or assumed liability arising from such acts, provided the **Insured** had no knowledge and did not condone any such dishonest, malicious, criminal, deliberate, reckless or illegal act.

**Electronic Data**

except to the extent provided under any Section of this **Policy**, any **Damage**, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever, including but not limited to **Virus or Similar Mechanism, Hacking or Denial of Service Attack** or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless any such **Damage** results from a **Defined Peril** and is not otherwise excluded.

**Excluded Territories**

any liability to pay any Claim or provide any benefit hereunder in relation to any entity or individual domiciled in, or any Claim or activity involving any entity or person domiciled in or involving the territory of:

1. Cuba;
2. Iran;
3. North Korea;
4. Syria;
5. the Crimea Region of Ukraine.

Notwithstanding the territorial limits applicable to the Policy, all such territories stated above are excluded from the Policy and no cover whatsoever shall be deemed given under this Policy and no business activity being undertaken in that territory or the provision of any service to or shipment of any goods to, from or within that territory will be covered by this Policy.

**Financial Risks**

the Insured's or any subsidiary, associated, joint venture or affiliated company's financial failure or financial default, including but not limited to the Insured's insolvency or bankruptcy, or financial default or the insolvency or bankruptcy of any Insured Person or any other party with whom they have contracted, any extension of credit or advance of money by the Insured, the Insured's inability to collect accounts from its customers any error or defect in any monetary transaction or in accountancy or wrongful accounting of customer's funds or funds being held in trust on their behalf, any failure by the Insured to pay promptly, or at all, any account.

**Fines and Penalties**

any fines, duties, taxes, levies or expenses incidental to demand, or any other pecuniary penalties including but not limited to punitive or exemplary, aggravated or multiple damages punitive or exemplary damages, fines or penalties whatsoever, including where incurred by the **Insured**, the **Insured's** predecessors, any **Insured Person**, former **Employee** or subcontractor, as a result of any infringement in codes of practice, legislation or regulations.

**Government action**

martial law, confiscation, nationalisation, requisition or destruction by or under the order of any government or public or local authority.

**Joint Ventures**

any joint venture, unless agreed in writing by the Insurers and referenced in the Schedule.

**Northern Ireland**

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

**Nuclear Hazards and Radioactive Contamination**

any:

1. emission, release or escape of electromagnetic radiation; or
2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
4. the radioactive, toxic, explosive or other hazardous properties of any:
  - a. **Nuclear Installation, Nuclear Reactor** or other nuclear assembly or nuclear component thereof; or
  - b. radioactive matter. The Exclusion in this sub-clause does not extend to radioactive isotopes (other than nuclear fuel) when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
5. any chemical, biological, bio-chemical or electromagnetic weapon.

However, so far as **Bodily Injury** to any **Employee** which arises out of, and in the course of, his employment or engagement by the **Insured**, this Exclusion shall only apply in respect of:

- a. liability of any party other than the **Insured**; and
- b. liability assumed by the **Insured** by agreement which would not have attached in the absence of such agreement.

**Pollution**

except to the extent provided under any Section of this **Policy**, **Damage**, **Consequential Loss** or any other liability resulting from **Pollution**, except **Damage** or any **Consequential Loss** caused by **Pollution** which itself results from a **Defined Peril** or a **Defined Peril** which itself results from **Pollution**.

**Public Policy**

any Claim in respect of which indemnity from the Insurer is contrary to public policy.

**Punitive, exemplary, aggravated or multiple damages**

any punitive, exemplary, aggravated or multiple damages.

**Sanctions Exclusion Clause**

any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** to any applicable economic, political or trade sanction, prohibition or restriction.

**Sonic bangs**

any loss based on, arising out of or in any way connected to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**Strikes / Riot**

any strikes, lockouts, labour disturbances, riots and civil commotion, other than where expressly insured under a Section of this **Policy**.

**Taxation Liability**

the operation, regulation, authorisation, taxation or licensing of the Insured's Business.

**Trading Debt**

any liability for any trading debt trading losses or trading liabilities of the Insured including loss of any account and/or custom.

**Unenforceable contract terms**

any liability assumed by the Insured, pursuant to unenforceable contract terms, including, but not limited to, fines or penalty clauses, where the damages provided for do not represent a genuine pre-estimate of loss, or are otherwise unenforceable at law.

**War**

any loss based on, arising out of or in any way connected to **War** except to the extent of the minimum sum required under 'Section - Employers' Liability' of the **Policy**, deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** in the **United Kingdom** may require.

**Water table level**

any changes in the water table level.

# Professional Indemnity

Your Insurance Policy

**generis**  
UNDERWRITING

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## INSURING CLAUSE

The **Insurer** shall indemnify the **Insured** up to the **Limit of Indemnity**, for the **Insured's** liability for compensatory damages, claimant's legal costs and expenses and **Defence Costs and Expenses** in respect of:

1. any civil liability not more specifically referred to in this Insuring Clause;
2. any negligent misstatement or negligent misrepresentation committed without malicious intent;
3. any libel or slander committed without malicious intent, notwithstanding the 'Fraud and Intentional Acts Exclusion';
4. any unintentional breach of confidence, unintentional misuse of information which is either confidential or subject to statutory restrictions on its use, notwithstanding the 'Fraud and Intentional Acts' Exclusion;
5. any unintentional infringement of intellectual property rights, including copyright, trademark or moral rights or any act of passing off, notwithstanding the 'Fraud and Intentional Acts' Exclusion,

arising out of any act, error or omission committed in the conduct of the **Professional Services** carried on, by, or on behalf of, the **Insured** within the **Territory**, which gives rise to a **Claim**, first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**.

## EXTENSIONS

### Arbitration and Adjudication

Subject always to the 'Adjudication' Exclusion, the insurance provided under 'Insuring Clause, Part 1.' includes cover in respect of any **Claim**, first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**, as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with any adjudication clause or rules contained in a contract, or any award by an arbitrator or tribunal of arbitrators.

### Awards by Ombudsman

The insurance provided under Insuring Clause, part 1. includes cover in respect of:

1. any amount paid and/or payable;
2. the costs of any steps, which the **Insured** is directed to take in relation to any claimant,

in accordance with the recommendation of any **Ombudsman**, provided that such **Claim** is first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**.

Compliance by the **Insured** with any rules, requirements, directions or guidance of any **Ombudsman** will not constitute a breach of any clause of this **Policy**.

### Company Secretary, Director or Registrar

The **Insurer** agrees that where any of the **Insured** holds any individual personal appointment as company secretary or registrar or director of a company which is not a **Firm**, the term **Professional Services** shall be deemed to include all services performed or advice given by the **Insured** in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, the negotiation and settlement of financial claims, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

### Court Attendance Compensation

The **Insurer** shall compensate the **Insured** if the **Insurer** or its legal advisers require the **Insured**, any **Employee** or other relevant person to attend any court, arbitration, adjudication or other similar legal process as a witness in connection with a **Claim** indemnified under this **Policy**, at the following rates per day of attendance:

1. any principal, partner, member or director of the **Insured** GBP250;
2. any **Employee** GBP100;
3. any other relevant person GBP200.

The insurance provided by this Clause is subject to a **Sub-Limit** of GBP100,000 in the annual aggregate.

### Damage to Documents

Notwithstanding the 'Property Damage' Exclusion, the **Insurer** shall indemnify the **Insured** up to the **Limit of Indemnity**, in respect of any civil liability to pay costs and expenses for the replacement or restoration of any third party **Documents**, which are lost or damaged while in the care and custody of the **Insured** in the course of the **Professional Services**, and which after diligent search cannot be recovered, resulting in a **Claim** first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**, provided that:

1. no such costs and expenses are incurred by the **Insured** without the **Insurer's** prior written consent, and must be supported by invoices and/or accounts to the **Insurer's** satisfaction;
2. there shall be no indemnity in respect of any **Documents** kept in magnetic or electronic form unless such **Documents** are duplicated and stored at separate premises as a backup.

The **Excess** applicable to each and every **Claim** indemnified under this Clause is GBP1,000.

### Data Protection Defence Costs

Notwithstanding 'Part 1. of the Disciplinary and Regulatory Investigations, Proceedings, Fines, Taxes and Prosecution Costs' Exclusion, the **Insurer** shall indemnify the **Insured** up to a **Sub-Limit** of GBP250,000 in the annual aggregate in respect of reasonable legal costs and reasonable expenses consented to in advance by the **Insurer** in the defence of any prosecution for alleged offences under sections 21(1), 21(2), 22(6) and/or 47(1) of the Data Protection Act 1998, provided that:

1. the act, error or omission giving rise to such prosecution shall have been committed by the **Insured** in the course of the **Professional Services** and within the **Territory**;
2. such prosecution is commenced during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**;
3. the **Insurer** shall have no liability to pay legal costs and expenses incurred subsequent to a plea or finding of guilt on the part of the **Insured** or in the event that Counsel (or where there is no Counsel, the lawyers appointed in the defence of the prosecution) should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if Counsel (or where there is no Counsel, the lawyers appointed in the defence of the prosecution) should advise that the prospects of a successful appeal following a finding of guilt are reasonable;
4. notwithstanding any other provisions to the contrary, the **Limit of Indemnity** available to the **Insured** in respect of any **Claim**, series of **Interrelated Claims** or loss arising out of any act, error or omission giving rise to such prosecution, shall be eroded to the extent of any payment made by the **Insurer** under this Clause.

### Dishonesty of Employees

Notwithstanding the 'Fraud and Intentional Acts' Exclusion and the 'Criminal Acts' Exclusion, the **Insurer** shall indemnify the **Insured** up to the **Limit of Indemnity**, for the **Insured's** liability for compensatory damages, claimant's legal costs and expenses and **Defence Costs and Expenses** arising out of any dishonest or fraudulent act or omission, committed in the conduct of the **Professional Services** carried on, by, or on behalf of, the **Insured** within the **Territory**, which gives rise to a **Claim**, first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**, provided that:

1. the **Insured** will, by any means and at the cost of the **Insurer**, seek to recover or obtain reimbursement of all such monies;
2. no indemnity shall be provided to any person committing, condoning or ignoring such dishonest or fraudulent act or omission;

3. the **Insured** shall take reasonable steps to prevent dishonest and fraudulent acts and omissions;
4. the **Insurer** shall be entitled to deduct from any payment to be made to the **Insured**, or be reimbursed in respect of any payment already made to the **Insured**, any monies:
  - a) recovered or reimbursed pursuant to action taken in accordance with Part 1 of this clause.;
  - b) which, but for such act or omission, would be due to the person committing, condoning or ignoring such act;
  - c) held by the **Insured** belonging to the person committing, condoning or ignoring such act or omission;
  - d) which, but for such act or omission, would not be the subject of a claim under this Clause,
5. nothing in this clause shall preclude the **Insurer** from exercising any right of subrogation against any person committing, condoning or ignoring such dishonest or fraudulent act or omission.

### Fraud Defence Cost

Notwithstanding the 'Fraud and Intentional Acts' Exclusion and the 'Fraud' Condition, the **Insurer** shall indemnify the **Insured** in respect of **Defence Costs and Expenses** as provided under this **Policy**, as and when they are incurred, including **Defence Costs and Expenses** incurred on behalf of an **Insured** who is alleged to have committed or condoned a dishonest or fraudulent act or omission, provided that the **Insurer** shall not be liable for **Defence Costs and Expenses** incurred on behalf of such **Insured** after the earlier of:

1. the **Insured** admitting to the **Insurer** the commission or condoning of such dishonest or fraudulent act or omission; or
2. a court or other judicial body finding that the **Insured** was in fact guilty of such dishonest or fraudulent act or omission.

Each **Insured** who admits to the **Insurer** the commission or condoning of such dishonest or fraudulent act or omission, or against whom there is a finding of a court or other judicial body that such **Insured** was in fact guilty of such dishonest or fraudulent act or omission, shall reimburse the **Insurer** in respect of **Defence Costs and Expenses** advanced on that **Insured's** behalf.

### EXCLUSIONS

This **Policy** excludes and the **Insurer** shall not be liable to the **Insured** in respect of any **Claim**, **Circumstance**, loss, damage, liability, **Defence Costs and Expenses**, cost or expense based on, arising out of or in any way connected to:

### Adjudication

1. any decision of an adjudicator which is final and not capable of being finally determined by legal or arbitration proceedings;

- any decision made against the **Insured** by an adjudicator who was not independent of the parties to the dispute.

**Agreement to Finance and Insure**

any actual or alleged:

- agreement or failure to obtain or maintain finance; or
- agreement or failure to obtain or maintain insurance; or
- over-charging of fees or commission.

**Aircraft, Watercraft, Vehicles and Property**

any ownership, possession or use by or on behalf of the **Insured** of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle, including any goods or property that are leased or rented by or on behalf of the **Insured**, or any property of the **Insured** or in which the **Insured** has an interest.

**Asbestos and Silica**

any **Asbestos and Silica Risks**.

**Bankruptcy and Insolvency**

any bankruptcy, insolvency, receivership, administration, liquidation or other financial failure of the **Insured**.

**Bodily Injury**

- Bodily Injury** suffered by anyone other than an **Employee**, except where the **Insured** breaches its duty of care in the course of the **Professional Services** within the **Territory**;
- Bodily Injury** suffered by any **Employee** arising out of or in the course of employment by or on behalf of the **Insured**.

**Claims by Insured**

any **Financially Associated Party**, except for the purposes of:

- 'Dishonesty of Employees, Part 1. and 5.'; and
- where the **Claim** or **Circumstance** emanates from an independent third party.

**Computer System Virus, Software and Data**

any **Computer System Virus** or malicious or otherwise inappropriate software or e-mail.

**Contractual Liability**

any liability incurred by the **Insured** pursuant to provisions in a contract or other agreement which:

- guarantee or warrant a particular outcome; or
- comprise a penalty clause or a liquidated damages clause; or
- impose a duty beyond that required at law; or
- impose any other liability greater than the liability the **Insured** would have at law in the absence of such contract or other agreement.

**Conversion, Commingling or Misuse of Funds**

any conversion, commingling or misuse of funds or any form of money.

**Criminal Acts**

any act or omission which a judge, jury or other official tribunal or panel finds, or which the **Insured** admits, to be criminal, except as expressly provided under Insuring 'Dishonesty of Employees' and 'Data Protection Defence Costs' Extensions.

**Disciplinary and Regulatory Investigations, Proceedings, Fines, Taxes and Prosecution Costs**

any:

- disciplinary or regulatory investigations or proceedings; or
- prosecution costs; or
- fines, penalties, punitive, exemplary, aggravated or liquidated damages, where such damages have been identified separately within any award of a court, or the multiple portion of any multiplied damages, additional damages under s97(2) Copyright, Designs and Patents Act 1988 and any other restitutionary or non-compensatory damages, except in relation to:
  - claims made under the 'Insuring Clause, Part 3';;
  - claims made under 'Awards by Ombudsman' Extension; or
- return, restitution, reduction, compromise, disgorgement or refund of commissions, fees, charges or other remuneration; or
- non-monetary orientated proceedings, declaratory or injunctive relief; or
- taxes or debts; or
- any matters or amounts that may be deemed uninsurable under the law governing this **Policy** or the jurisdiction in which a **Claim** is brought.

**Financial Advice**

any investment of or direct advice upon the investment of client funds or sale of investment products, the sale or purchase of or dealing in any stocks shares or securities or the misuse of any information relating to them, or any other activities regulated by the Financial Services and Markets Act 2000.

**Fraud and Intentional Acts**

any actual or alleged:

- dishonesty, fraud, illegal or malicious act or omission; or
- reckless disregard or wilful or intentional act or breach of any statute, regulation, contract, duty, intellectual property right or obligation of confidentiality; or
- libel or slander,



by, condoned by or ignored by, any director, officer, principal, member, partner of the **Insured** or any **Employee**.

**Illegal Profit**

any gaining of any profit or advantage to which the **Insured** was not legally entitled, whether or not it retains such profit or advantage.

**Joint Ventures**

any association with others while acting in partnership, consortium or joint venture, except:

1. where the **Claim** emanates solely from a third party unconnected with said consortium or joint venture; and
2. the act, error or omission giving rise to such **Claim** is committed or omitted in the course of **Professional Services** within the **Territory**, which **Professional Services** are provided as part of the **Insured's** contribution, obligation, share or input into such partnership, consortium or joint venture.

**Money Laundering**

any behaviour constituting money laundering (as defined under any statute, law, regulation, international treaty or international convention regarding the movement of illicit cash or assets representing illicit monies).

**Nuclear**

any:

1. nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; or
2. products or services, which include, involve or relate in any way to anything referred to in 1. or the storage, handling or disposal of anything referred to in 1.; or
3. operations carried out on any site or premises in which anything in 1. or 2. is located.

**Obligations to Employees**

anyone's employment with or work for the **Insured**, or any breach of any obligation owed by the **Insured** as an employer to any **Employee** or prospective **Employee**, including but not limited to any employment related libel, slander, humiliation, harassment, discrimination or similar, bullying, defamation, wrongful, unfair or constructive dismissal, repudiation, breach, termination or amendment of any contract of employment.

**Pensions, Benefit Schemes and Trust Funds**

any operation or administration of any pension, employee benefit scheme or trust fund.

**Pollution**

any pollution, seepage, discharge or contamination whatsoever, including noise, electromagnetic fields and radio waves, or any costs incurred in removing, cleaning-up or nullifying any actual or alleged pollution, seepage, discharge or contamination.

**Prior Knowledge**

any:

1. **Claim** made, commenced or threatened against the **Insured** prior to the inception of this **Policy**; or
2. **Circumstance** known to, or which ought reasonably to have been known to the **Insured** prior to the inception of this **Policy**; or
3. **Claim** or **Circumstance** notified, or which ought reasonably to have been notified under any other insurance prior to the inception of this **Policy**; or
4. **Claim** or **Circumstance** which ought reasonably to have been notified to the **Insurer** in the **Proposal**.

**Products**

any manufacture, construction, alteration, repair, servicing, installation, maintenance, recall, fabrication, distillation or treating of any goods or products sold, supplied or distributed by or on behalf of the **Insured**, even though such activities might be carried on by the **Insured** in conjunction with the activities declared in the **Proposal**.

**Property Damage**

the loss, damage, destruction or loss of use of any property whatsoever save as expressly provided under the 'Damage to Documents' Extension, and except where the **Insured** breaches its duty of care in the course of the **Professional Services** within the **Territory**.

**Restricted Recovery Rights**

any loss or part thereof where the **Insured's** right of recovery is restricted by any contract.

**Retroactive Date**

any act, error or omission actually or allegedly committed or omitted prior to the **Retroactive Date**.

**Sanctions**

any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** to any applicable economic, political or trade sanction, prohibition or restriction. The **Insurer** is obligated to comply with all applicable United Nations, European Union and US (including those imposed by the Office of Foreign Asset Control) financial restrictions, measures and sanctions, which shall all form part of this clause.

**Status as Company Secretary, Director or Registrar**

any duty, capacity, performance or non-performance as company secretary or registrar or director, except as provided under Insuring Clause 4.

**Supply of Personnel**

any liability incurred by any personnel supplied by the **Insured** to any client, except where the **Insured** breaches

its duty of care to such client in the course of the **Professional Services** within the **Territory**.

**Territorial Limits**

any **Professional Services** or other services undertaken, performed or situated outside of the **Territory**, and the **Insurer** shall not be liable in respect of any **Claim**:

1. brought outside the jurisdiction of the **Territory**; or
2. brought within the jurisdiction of the **Territory** to enforce any judgment or award made outside the jurisdiction of the **Territory**.

**Trading and Investment Losses**

any:

1. trading loss or trading liability including those arising from the loss of any client, account or business of the **Insured**; or
2. guarantee or undertaking given by the **Insured** for any debt or performance or any other obligation by a third party; or
3. depreciation, failure to appreciate or loss of any investments or property for such investment purposes when such depreciation, failure to appreciate or loss is a result of normal fluctuations in financial, stock, commodity or other markets which are outside the control or influence of the **Insured**.

**War and Terrorism**

1. **War**; or
2. **Terrorism**, regardless of any other cause or event contributing concurrently, or in any other sequence to the **Claim**, **Circumstance**, loss, damage, liability, **Defence Costs and Expenses**, cost or expense.

Additionally, this **Policy** excludes and the **Insurer** shall not be liable to the **Insured** in respect of any **Claim**, **Circumstance**, loss, damage, liability, **Defence Costs and Expenses**, cost or expense based on, arising out of or in any way connected to any action taken in controlling, preventing or suppressing any act of **Terrorism**.

If the **Insurer** alleges that by reason of this Exclusion any **Claim**, **Circumstance**, loss, liability, **Defence Costs and Expenses**, cost or expense is not covered under this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

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

**DEFINITIONS**

Except for headings, unless expressed to the contrary, words, terms and phrases that are printed in bold shall bear the meanings set out below.

**Alternate**

means any individual practitioner, partnership, limited liability partnership or company who is acting in

connection with the arrangements to cover the incapacity or death of a sole practitioner.

**Asbestos and Silica Risks**

means:

1. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, silica, asbestos fibres, silica particles/dust or material containing asbestos or silica;
2. exposure to asbestos, silica, asbestos fibres, silica particles/dust or material containing asbestos or silica;
3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, silica, asbestos fibres, silica particles/dust or structures or materials containing asbestos or silica.

**Bodily Injury**

means bodily or mental injury, death, illness or disease.

**Circumstance**

means any circumstances or state of affairs or event known to the **Insured**, or which ought reasonably to have been known, that may, when considered objectively, give rise to or result in a **Claim** which may be subject to indemnity under this **Policy**.

**Claim**

means:

1. a written or oral demand for, or an assertion of a right to, monetary damages or non-monetary relief;
2. a civil proceeding in a court of law or equity commenced by the service of a Letter of Claim or a Claim Form, or equivalent documentation;
3. any arbitration or adjudication proceedings commenced by receipt of a written request, demand or invitation to arbitrate, a notice of intention to adjudicate, or similar communication;
4. any complaint or reference to any **Ombudsman**;
5. any notice of an intention to pursue any alternative dispute resolution process, whether such notice or process is pursuant to a written contract or not,

including, where applicable, any appeal therefrom.

**Computer System**

means any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip integrated circuit, real-time clock system/similar device, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of the **Insured's** electronic communication

system, world-wide web site, internet site, intranet site, extranet site, or web address.

#### Defence Costs and Expenses

means reasonable and necessary fees (including but not limited to lawyers' fees and experts' fees), charges, costs and expenses, consented to in writing in advance by the **Insurer** and incurred by the **Insured** or on the **Insured's** behalf, in the investigation, adjustment, defence or appeal of any **Circumstance** or **Claim** which may be the subject of indemnity under this **Policy**. **Defence Costs and Expenses** excludes any time costs and expenses, internal costs and expenses or personal costs and expenses of the **Insured**.

#### Documents

means documents of any kind, forms, deeds, wills, agreements, maps, plans, books, letters, policies and certificates, whether written, printed or reproduced by any method, including computer records and electronic material, but excluding stamps, bearer bonds or coupons, money or other negotiable instruments.

#### Employee

means any person, other than a partner, principal, member or director of the **Insured**, who is or was:

1. under a contract of service or apprenticeship with the **Insured**;
2. supplied to, hired or borrowed by the **Insured**;
3. under any work experience or similar scheme with the **Insured**,

while working for, or under the direct control of the **Insured** in connection with the **Professional Services**.

#### Excess

means the amount specified in the **Schedule** or elsewhere in this **Policy**, which is payable by the **Insured** and not covered under this **Policy**. This amount shall be borne by the **Insured** at their own risk and the **Insurers'** liability to indemnify the **Insured** shall only be in excess of this amount. The **Excess** shall apply in respect of each and every:

1. **Claim** and loss or series of **Interrelated Claims**; or
2. Claimant,

as stated in the **Schedule**, unless the **Insurer** has agreed to an **Excess** cap, in which case the total number of **Excesses** payable during the **Period of Insurance** regardless of the number of **Claims**, losses, series of **Interrelated Claims** or Claimants, will also be specified in the **Schedule**.

#### Financially Associated Party

means:

1. any business controlled or managed by the **Insured** or in which the **Insured** has an executive interest;
2. any company in which the **Insured** directly or indirectly owns or controls more than 20% of the issued share capital;

3. any person with an executive or managerial role in the **Insured** or who would be deemed a shadow director of the **Insured**, as defined by section 251 Companies Act 2006;
4. any company that directly or indirectly owns or controls any of the issued share capital of the **Insured**;
5. any company whose issued share capital is directly or indirectly owned or controlled by any other company or person who directly or indirectly owns or controls any of the issued share capital of the **Insured**.

#### Firm

means the firm (i.e. partnership) or sole practitioner or company (limited or otherwise) or limited liability partnership or Isle of Man limited liability company or any other entity named in the **Schedule**, and, save in respect of the maximum **Excess** payable in accordance with the relevant provisions of the Professional Indemnity Insurance Regulations of the Institute of Chartered Accountants in England and Wales/Scotland/Ireland, as applicable, in force at the date of the inception or renewal of this **Policy**, it includes the predecessors in business of such firm.

#### Insured

means each and all of the following persons, each of whom shall be severally insured hereunder:

1. the **Firm**;
2. any principal, partner, member or director of the **Firm**, during the **Period of Insurance**;
3. any former principal, partner, member or director of the **Firm**;
4. any person who is or has been under a contract of service with the **Firm**;
5. any person who is or has been under a contract for services with the **Firm**, save that such person shall only be an **Insured** for the purpose of this **Policy** if and insofar as any **Claim** arises out of **Professional Services** carried on by such person for or on behalf of the **Firm**;
6. in the event of death, bankruptcy or legal incompetence of any principal, partner, member or director of the **Firm**, the estate or personal representatives or trustees liquidator or trustee or assignee in bankruptcy of such person;
7. any person who is acting on behalf of the **Firm** as an **Alternate**.

#### Insurer

means the 'Insurer' stated in the **Schedule** or any other insurers identified in the 'Subscribing Insurers' in the **Schedule**.

#### Interrelated Claims

means all **Claims** and associated losses resulting from:

1. the same act, error or omission;
2. a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event, whether or not occurring at the same time or location;
3. the acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated.

For the avoidance of doubt, Interrelated Claims shall not apply to the application of any **Excess** due under this **Policy**.

**Limit of Indemnity**

means the amount specified in the **Schedule**.

If this is an Any One Claim Policy, as specified in the **Schedule**, the **Limit of Indemnity** shall be the maximum amount payable by the **Insurer** in respect of any one **Claim**, any one series of **Interrelated Claims** or any one loss, regardless of the number of insured parties, persons or organisations bringing **Claims** or **Interrelated Claims** against the **Insured**, or the number of requests for indemnity made by the **Insured**.

If this is an Aggregate Policy, as specified in the **Schedule**, the **Limit of Indemnity** shall be the maximum amount payable by the **Insurer** in respect of all **Claims**, **Interrelated Claims** and losses during the **Period of Insurance** regardless of any other factors.

**Ombudsman**

means any ombudsman to whose jurisdiction the **Insured** is subject by virtue of contract or law.

**Period of Insurance**

means the period specified in the **Schedule** or such other period agreed by the **Insurer** in writing.

**Policy**

means:

1. this document;
2. the **Schedule**;
3. all schedules, notices, appendices, subjectivity notices and other documents agreed by the **Insurer** and the **Insured**, attaching from time to time;
4. all endorsements and variations issued from time to time,

all of which shall be read together and constitute the contract of insurance.

**Premium**

means the amount specified in the **Schedule**.

**Professional Services**

means the professional services declared on any **Proposal** undertaken by the **Insured**, which shall include advice given or services provided of whatsoever nature by or on behalf of the **Insured** to a third party, wherever or by whomsoever given or provided irrespective of

whether a fee is charged, but provided that if a fee is charged in respect of such advice or service then that fee is taken into account in ascertaining the income of the **Firm**.

**Professional Services** shall be deemed to extend to any of the **Insured** whilst holding any individual personal appointment (including, but without prejudice to the generality of the foregoing, any appointment as a trustee or personal representative) made or accepted in the course of the **Insured's** business, but whilst holding an appointment as company secretary or registrar or director of a company which is not a **Firm**, the term shall be deemed to extend only as provided under Insuring Clause 4.

**Proposal**

means any signed proposal form, declaration or other relevant information provided to the **Insurer** by, or on behalf of, the **Insured**, in connection with the **Insurer's** underwriting of this insurance.

**Retroactive Date**

means the date specified as such in the **Schedule**.

**Schedule**

means the schedule attached to this document stating the variables and endorsements specific to this insurance, which may be reissued from time to time in which case each successor overrides the earlier document.

**Sub-Limit**

means the amount specified in the **Schedule** or in this document relating to the relevant head of cover, and is the maximum amount payable by the **Insurer** in respect of all **Claims**, **Interrelated Claims** and losses during the **Period of Insurance** regardless of any other factors. The **Sub-Limit** is deemed to be part of and not in addition to the **Limit of Indemnity**.

**Territory**

means those countries or regions specified in the **Schedule**.

**Terrorism**

means any act including, but not limited to, the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purpose, including the intention to overthrow or influence any government, whether or not legally constituted, or to put the public or any section of the public in fear.

**Virus**

means unauthorised computer code that is designed and intended to transmit, infect and multiply itself over one or more networks, and cause:

1. computer code or programs to perform in an unintended manner; or

2. the deletion or corruption of electronic data or software; or
3. the disruption or suspension of a network.

**War**

means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **Terrorism**.

**CLAIM CONDITIONS**

In respect of any claim under this **Policy**, the **Insured** must comply with the following Conditions, as applicable.

**Notice of Claims**

The **Insured** shall, as a condition precedent to any right to indemnity or payment under this **Policy**, give written notice to the **Insurer** at the e-mail address stated in the **Schedule**, within 30 days, and in any event within the **Period of Insurance**, of any **Claim** of which it first becomes aware during the **Period of Insurance**, unless the **Claim** is made within the last 15 days of the **Period of Insurance**, in which case such notice must be given not later than a maximum of 15 days after the end of the **Period of Insurance**.

Notwithstanding any other provisions to the contrary, the **Insured** shall, as a condition precedent to any right to indemnity or payment under this **Policy**, give written notice to the **Insurer** at the e-mail address stated in the **Schedule**, within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract.

**Notice of Circumstances**

The **Insured** shall, as a condition precedent to any right to indemnity or payment under this **Policy**, give written notice and a copy of the **Policy** and **Schedule** to the **Insurer** at the e-mail address stated in the **Schedule**, as soon as reasonably practicable of any **Circumstances**, including the discovery of any fraud or dishonesty by any former or present partner, director, member, **Employee**, consultant, sub contractor or **Alternate** of the **Firm**, or any reasonable cause for suspicion of any fraud or dishonesty by any former or present partner, director, member, **Employee**, consultant, sub contractor or **Alternate** of the **Firm**, of which it first becomes aware during the **Period of Insurance**, unless the **Insured** becomes aware of the **Circumstances** or discovers or suspects the fraud or dishonesty within the last 15 days of the **Period of Insurance**, in which case notice must be given not later than a maximum of 15 days after the end of the **Period of Insurance**. To be valid such notice must include details of the:

1. **Circumstances**, actual or suspected fraud or dishonesty and any allegations anticipated as the basis of the potential **Claim**;

2. identity of the individual allegedly responsible for such specific **Circumstances**, actual or suspected fraud or dishonesty;
3. consequences which have resulted or may result from the **Circumstances** or actual or suspected fraud or dishonesty;
4. circumstances by which the **Insured** first became aware of the **Circumstances** or actual or suspected fraud or dishonesty.

If such notice is given and the **Insurer** accepts it as a proper notification, any **Claim** otherwise covered under this **Policy**, which is subsequently made and which arises out of the **Circumstances**, or actual or suspected fraud or dishonesty, shall be deemed to have been first made against the **Insured** and reported to the **Insurer** by the **Insured** at the time such written notice was received by the **Insurer**.

**Provision of Information**

The **Insured** shall:

1. provide to the **Insurer** as soon as reasonably practicable, all such information, assistance, proofs and documents reasonably requested by the **Insurer**;
2. provide to the **Insurer** every writ, claim form or summons immediately on receipt;
3. keep the **Insurer** fully advised of any developments concerning any matter notified under this **Policy**.

**Co-operation**

The **Insured** shall co-operate fully with the **Insurer** and its appointed representatives in the investigation, defence and settlement of any matter notified under this **Policy**.

**No Settlement or Admission of Liability**

The **Insured** shall not admit or assume any liability, consent to any judgment, agree to any settlement or make any settlement offer without the **Insurer's** prior written consent.

**Defence of Claims**

Except as provided otherwise by this Condition, the **Insured** and not the **Insurer** has the duty to defend **Claims**. The **Insurer** shall, however, be entitled to effectively associate in or at the **Insurer's** discretion take over in the name of the **Insured**, the defence, negotiation or settlement of any **Claim** or **Circumstance** that involves or appears reasonably likely to involve the **Insurer** providing any indemnity under this **Policy**.

In the event that a dispute arises between the **Insurer** and the **Insured** regarding whether or not to contest any legal proceedings, neither the **Insurer** nor the **Insured** shall be required to contest any legal proceedings unless a senior litigation Partner in a law firm, or Senior Counsel that is agreed by the **Insured** and the **Insurer**, or in default of such agreement is appointed by the local Bar Council or equivalent professional association that represents barristers' profession, shall advise that there are reasonable prospects of success on a cost effective basis

of contesting such legal proceedings. The **Insurer** and the **Insured** shall bear the costs of the senior litigation Partner or Senior Counsel equally.

#### Disposal of Claims

The **Insurer** has the right, at any time, to pay the applicable **Sub-Limit** or **Limit of Indemnity**, or any lesser amount for which a **Claim** can be settled (less any sum already paid and any **Excess**) and shall then be entitled to relinquish the control and conduct of such **Claim**. In such circumstances, the **Insurer** shall be under no further liability except, where applicable, for its share of any **Defence Costs and Expenses** incurred prior to the date of payment and with the **Insurer's** prior written consent.

### GENERAL CONDITIONS

The following General Conditions apply in addition to the Claims Conditions.

#### Assignment

Assignment or transfer of this **Policy** or of any of the rights of the **Insured**, shall not be valid without the prior written consent of the **Insurer**.

#### Cancellation

The **Insurer** may cancel this **Policy** by giving the **Insured** written notice, stating when, not less than 30 days thereafter, such cancellation shall be effective. The **Insurer** shall then return premium to the **Insured** on a pro rata basis.

The **Insured** may cancel this **Policy** by giving the **Insurer** written notice, stating when, not less than 30 days thereafter, such cancellation shall be effective. The **Insurer** shall return premium to the **Insured** on a pro rata basis less an administration fee of one twelfth of the total **Premium** which would have been payable but for such cancellation.

This **Policy** shall be cancelled and terminate immediately upon the **Insured** entering into, applying for or calling meetings of members or creditors in relation to any proposed moratorium, administration, liquidation, or composition, arrangement with creditors, or having any of its property subjected to any appointment of a receiver, enforcement of security, distress or execution of a judgment or equivalent in another jurisdiction. The **Insurer** shall then return premium to the **Insured** on a pro rata basis.

#### Choice of Law

This **Policy** shall be governed by, and construed solely in accordance with, the laws of England and Wales.

#### Conditions Precedent

Any condition of this **Policy** not expressly stated to be a condition precedent will be a condition.

#### Defence Costs and Expenses

The **Limit of Indemnity** or **Sub-Limit** may be inclusive or exclusive of **Defence Costs and Expenses** as specified in the **Schedule**. If the **Limit of Indemnity** or **Sub-Limit** is

exclusive of **Defence Costs and Expenses** and a payment greater than the **Limit of Indemnity** or **Sub-Limit** has to be made for a **Claim**, the **Insurer's** liability for **Defence Costs and Expenses** will be limited to the same proportion that the **Limit of Indemnity** or **Sub-Limit** bears to the amount paid.

#### Dispute Resolution

The **Insured** and the **Insurer** agree that, except where stated otherwise, any dispute arising out of, or in connection with, this **Policy**, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

1. The number of arbitrators shall be one.
2. The seat, or legal place, of arbitration shall be England.
3. The language to be used in the arbitral proceedings shall be English.

Subject always to this agreement, any and all disputes surrounding the obligation to arbitrate or the enforcement, dispute or challenge of any award shall be subject to the law of England and Wales and to the exclusive jurisdiction of the courts of England and Wales.

#### Excess

The **Excess** shall be paid by the **Insured**. Where any expenditure which forms part of the **Excess** is paid or incurred by the **Insurer** on behalf of the **Insured**, such amount shall be reimbursed to the **Insurer** by the **Insured** on request.

#### Fraud

If any benefit is obtained or attempted to be obtained under this **Policy** by way of any fraudulent means or devices by the **Insured**, or anyone acting on the **Insured's** behalf, then in accordance with the Insurance Act 2015 or other legislation the **Insurer** shall not be liable to pay the **Claim** and may terminate the **Policy** with effect from the time of the fraudulent act, retaining any premiums paid.

However, treating a contract as having been terminated does not affect the rights and obligations of the **Insured** or the **Insurer** with respect to a relevant event (for example, the occurrence of a loss, the making of a claim, or the notification of a potential claim) occurring before the time of the fraudulent act.

#### Insurance Act 2015

In accordance with the Insurance Act 2015, the **Insured** shall ensure that the information provided by or on behalf of the **Insured** in connection with this insurance (whether at inception or otherwise) is presented in a clear and accessible manner and shall be materially accurate and not omit any material information which is known by the **Insured** or likely to be of relevance to the **Insurer** in accepting the insurance and setting the terms and conditions of this **Policy**.

This may include but not be limited to any knowledge or information:

1. available to, held, known or ought reasonably to have been known by any of the **Insured's** senior management or equivalent, the **Insured's** broker, the **Insured's** risk manager and any individual responsible for this insurance; or
2. which would have been revealed following a reasonable enquiry.

The remedies available to the **Insurer** under the Insurance Act 2015 include:

- a. changing or adding terms and conditions to the **Policy** which may take effect from inception;
- b. the reduction in the amount paid for a **Claim**; or
- c. where the **Insurer** would not have insured the risk; treat the **Policy** as if it never existed, returning any premium received; or
- d. deliberate or reckless acts may cause the **Policy** to be treated as if it never existed.

#### Notices to the Insured

Any notices to the **Insured** under this **Policy** shall be provided to the **Insured** at the address shown in the **Schedule**. If properly posted to the **Insured** at such address, the date of posting shall constitute the date such notice was given.

#### Other Insurance

This **Policy** shall only apply excess of any indemnity available to the **Insured** from any other source and any more specific insurance purchased by the **Insured**, except where such other insurance is excess insurance designed to insure losses that exceed the **Limit of Indemnity** or applicable **Sub-Limit**. Therefore, where there is other indemnity or other valid and collectible insurance or other indemnity, the **Insured** must first claim under that other indemnity or insurance and not under this **Policy**.

#### Partially Covered Claims

If any matter notified by the **Insured** is only partially covered under this **Policy**, any amounts relating to the non-covered elements will be deducted from any payment made by the **Insurer**. In the event that a dispute arises between the **Insurer** and the **Insured** as to what represents a fair allocation of covered and non-covered parts of any claim, the matter shall be resolved in accordance with the Dispute Resolution provisions, contained in this **Policy**.

#### Policy Interpretation

In this **Policy**, unless the context otherwise requires:

1. headings are descriptive and for convenience only, and are not intended to aid the interpretation of this **Policy**;
2. singular includes plural and vice versa;

3. the male includes female and neutral genders;
4. references to a person, shall where applicable include a body corporate;
5. all references to legislation shall include the equivalent legislation applying in the country of domicile of the **Insured** unless expressly stated otherwise, and any legislation that amends, extends, consolidates or replaces the same in any jurisdiction;
6. references to positions, offices or titles shall include their equivalents in any jurisdiction.

With the exception of headings, words in bold type face in this **Policy** have been defined in the Definitions section of this **Policy** and should be read with the meaning defined in that section.

No amendment of this **Policy** shall be valid and binding on the **Insurer** unless agreed in writing.

#### Premium Payment

It is a condition to the **Insurer's** liability under this **Policy** that the premium shall be paid in full by the **Insured** to the **Insurer**:

1. in accordance with the settlement due date; or
2. no later than 90 (ninety) calendar days of the commencement of the Period of Insurance; or
3. in respect of any additional or installment premium, within 90 (ninety) days of it falling due, whichever is the earliest.

If any premium (including any installment premium) is not paid and accepted by the **Insurer** by the settlement due date shown in the **Schedule** the **Insurer** shall provide written notice to the **Insured** in accordance with the 'Cancellation' clause.

#### Several Liability

If more than one insurer subscribes to this **Policy**, the obligations of the **Insurers** under this **Policy** are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing insurer shall not be responsible for the subscription of any co-subscribing insurer which, for any reason, fails to comply with its duties hereunder.

#### Subrogation

The **Insured** shall, at the request and expense of the **Insurer**, do, and concur in doing, and permit to be done, all such acts and things as may be reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from any other party, whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Insurer**, and the **Insured** shall do nothing following any loss to prejudice any such rights. The **Insurer** agrees that no right of recovery shall be exercised against any **Insured** except:

1. against a person who is an **Insured** pursuant to part 5. of the Definition of the term **Insured** and the **Firm** has not notified such person to the **Insurer** or previous insurers; or
2. as provided in the 'Dishonesty of Employees' Extension part 5.

#### **Third Party Rights**

Unless expressly stated, nothing in this **Policy** is intended to confer a directly enforceable benefit on any third party whether or not an interest of such third party is noted in the **Schedule**, under the Contracts (Rights of Third Parties) Act 1999, or any other equivalent legislation, or otherwise. Subject to the other provisions of this **Policy**, the person, practice, firm or company specified in the **Schedule** and the **Insurer** shall be entitled to amend, lapse or cancel this insurance without the consent of any third party whether or not an interest of such third party is noted in the **Schedule**. In the event of proceedings by any third party against the **Insurer** for the enforcement of a term of this **Policy**, the **Insurer** shall be entitled to rely on any matter which would have been available to it if such proceedings had been brought by the **Insured**.



**DATA PROTECTION NOTICE**

The Data Protection Notice does not form part of the **Policy**. The Data Protection Notice may be updated, amended, and/or replaced from time to time. The latest version of the Data Protection Notice will be made available on the website of Generis Underwriting Limited and the **Insurer(s)**.

**GENERIS UNDERWRITING LIMITED**

Generis Underwriting Limited gathers and processes any personal data in accordance with the Generis Group Limited privacy policy and in compliance with the relevant data protection law.

For a full version of Generis Underwriting Privacy policy please follow this link –

[www.generisunderwriting.com/privacy](http://www.generisunderwriting.com/privacy)

**WHO WE ARE**

This Privacy Policy (the “Policy”) sets out how we Generis Underwriting Limited (“Generis Underwriting Ltd”, “Our” or “We”) are authorised regulated by the Financial Conduct Authority to process the personal data of our customers, brokers and website visitors.

**OUR PROMISE**

We are committed to protecting and respecting your privacy. This Policy explains when and why we collect personal information, how we use it, the conditions under which we may disclose it to others and how we keep it secure. We will process your personal information on the basis of “Legitimate Interests” and “Explicit Consent” (as defined by the General Data Protection Regulation).

We are underwriting agents of the insurer for policies we issue. We have authority to underwrite and administer policies on behalf of the insurer. In order for us to quote and issue an insurance policy we need to collect and process certain information about the policyholder and those covered by the policy.

We want you to be confident about how we use your personal information. As a regulated company and information controller we take our responsibilities for the security and management of your personal information seriously. That’s why we invest in our systems and processes to ensure that the way we collect, use, share, and store your information meets both the regulatory and our own high standards.

The details in this document reflect changes in legislation which mean you have a right to be informed on how we use your personal data.

**HOW TO CONTACT US**

If you have any questions about this Policy, please contact our data protection officer (“DPO”). Please

address all inquiries, requests, and other communications regarding your personal information or this Privacy Policy to:

The Data Protection Officer  
 Email - [info@generisunderwriting.com](mailto:info@generisunderwriting.com)  
 Post – C15b Holly Farm Business Park, Kenilworth, Warwickshire, CV8 1NP

**LINKS TO INSURERS PRIVACY NOTICE**

<http://www.cnahardy.co.uk/privacy/home>

**Important:** This Privacy Policy does not supersede the terms of any insurance policy or contract you have with Generis Underwriting Ltd, nor does it limit or affect any rights you have under applicable data protection regulations.

Any Questions about the Insurer’s data protection practices should be directed to the Insurer at the details set out at the beginning of the Data Privacy Notice.

**REGULATORY INFORMATION**

This insurance is underwritten by Generis Underwriting Limited, registered address at C15b Holly Farm Business Park Honliey Kenilworth Warwickshire CV8 1NP and Regulator Registration Number is 823558.

**Commercial (Property and Liability)**

On behalf of CNA Insurance Company Limited whose registered address is at 20 Fenchurch Street, London, EC3M 3BY, and Regulator Registration Number is 202777

CNA Insurance Company limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services, including insurance.

**Professional Indemnity**

On behalf of CNA Insurance Company Limited whose registered address is at 20 Fenchurch Street, London, EC3M 3BY, and Regulator Registration Number is 202777

CNA Insurance Company limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services, including insurance.

**CLAIM NOTIFICATION**

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**Commercial (Property and Liability) Claims –**

Address –  
 CNA Insurance Company Limited  
 20 Fenchurch Street  
 London  
 EC3M 3BY

Property Claims: [claimsukproperty@cna Hardy.com](mailto:claimsukproperty@cna Hardy.com)

Casualty Claims: [claimsukcasualty@cna Hardy.com](mailto:claimsukcasualty@cna Hardy.com).

**Professional Indemnity Claims –**

Address –  
 CNA Insurance Company Limited  
 20 Fenchurch Street  
 London  
 EC3M 3BY

Email - [claimsukfinanciallines@cna Hardy.com](mailto:claimsukfinanciallines@cna Hardy.com)

**COMPLAINT PROCEDURE**

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It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. Please direct any enquiry or complaint as follows:

Post – Managing Director, Generis Underwriting Limited, C15b Holly Farm Business Park, Honiley, Kenilworth, Warwickshire CV8 1NP

Email – [afrancis@Generisunderwriting.com](mailto:afrancis@Generisunderwriting.com)

Our Promise to you

1. Acknowledge all complaints promptly
2. Investigate quickly and thoroughly
3. Keep you informed of progress
4. Do everything possible to resolve your complaint
5. Learn and improve from this for the future

Please provide the following information with your complaint:

1. Your **Policy** number and / or **Claim** reference number (if applicable);
2. Your full name, address and telephone number;
3. Details of any previous correspondence relating to the matter;
4. The name of any claims handling organisation with whom you have been dealing, and their reference number (if applicable); and
5. State the nature and provide full details of your complaint.

You shall receive an acknowledgement within 5 (five) working days of receipt of your complaint, together with a detailed timetable of the actions we shall take to

investigate / handle your complaint. In the event the matter is still not resolved to your satisfaction and you wish to pursue matters further, you may be able to refer the matter to The Financial Ombudsman Service (FOS). The FOS shall become involved if you are an eligible complainant, as defined by the rules of the Financial Conduct Authority.

**Eligible complainants are:**

- Private policyholders (consumers), or
- Micro enterprises, (that is an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed EUR 2 million), or
- SMEs with a turnover of less than GBP 6.5million and fewer than 50 employees, or a balance sheet total of less than GBP 5 million, or
- Charities with a turnover of less than GBP 6.5 million, or
- Trustees of a trust with an asset value of less than GBP 5 million.
- A guarantor (an individual who is not a consumer and has given a guarantee or security in respect of an obligation or liability of a person which was an SME at the date that the guarantee or security was given)  
 The FOS shall only consider a complaint if the Insured is an eligible complainant and if:
  - The Insurer has been given an opportunity to deal with the matter; and
  - The Insurer has sent you a final response letter and you have referred your complaint to the FOS within 6 (six) months of the Insurer’s final response letter, or
  - The Insurer has not responded to your complaint with a decision within eight (8) weeks. The existence of this Complaint Procedure does not affect any right of legal action you may have against the Insurer.

The FOS shall only consider a complaint if the **Insured** is an eligible complainant and if:

1. the **Insurer** has been given an opportunity to deal with the matter; and
2. the **Insurer** has sent you a final response letter and you have referred your complaint to the FOS within 6 (six) months of the **Insurer’s** final response letter, or
3. the **Insurer** has not responded to your complaint with a decision within eight (8) weeks. The existence of this Complaint Procedure does not affect any right of legal action you may have against the Insurer.

**Financial Ombudsman Service Contact Details:**

The Financial Ombudsman Service  
 Exchange Tower  
 London E14 9SR

Telephone: 0800 023 4567 (from a fixed line)  
0300 123 9 123 (from a mobile telephone)  
+44 20 7964 0500 (from outside of the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### **Financial Services Compensation Scheme**

CNA Insurance Company Limited are covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet its obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the **Claim**. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website ([www.fscs.org.uk](http://www.fscs.org.uk)).