

Antiques & Fine Art Dealers Policy Wording



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CO
vea Insurance

Antiques & Fine Art Dealers Policy

Thank **you** for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

Antiques & Fine Art Dealers Policy

Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

- a) the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
- b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the insured sections of this policy, provided that the **damage or bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are insured.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.



James Reader
Chief Executive Officer
Covea Insurance plc
Registered in England and Wales No. 613259
Registered Office: Norman Place, Reading RG1 8DA.

Index

Your policy consists of	Page No
The Schedule	
Introduction	3
Index	4
Helplines	5
Customer service information	6
Definitions	10
General Conditions	15
General Exclusions	20
Sections	
• Property Damage	22
• Glass and Sanitaryware Breakage	28
• Business Interruption (including book debts)	29
• Terrorism	32
• Money	34
• Personal Accident	36
• Employers' Liability	37
• Public Liability	40
• Products Liability	44
• Antiques & Fine Art Dealers Extra	
a) Crisis Containment	47
b) Website Hacker Damage Cover	47

Helplines

DAS Helplines

You can contact DAS's UK based call centres 24 hours a day, seven days a week. However DAS may need to arrange to call **you** back depending on the enquiry. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.

To help DAS check and improve service standards, all inbound and outbound calls may be recorded.

Eurolaw Legal Advice Service

This will give **you** confidential legal advice over the 'phone on any commercial legal problem affecting **your business**, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

The legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the matter to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Tax Advice Service

This will give **you** confidential advice over the 'phone on any tax matters affecting **your business**, under the laws of the United Kingdom. Tax advice is provided by tax advisors 9am - 5pm Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call **you** back.

To contact the above services, 'phone 0117 934 0192 quoting your policy number.

Business Assistance

In the event of an unforeseen emergency affecting **your premises** which causes **damage** or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

To contact the above services, 'phone 0117 934 0192 quoting your policy number.

Counselling

This will provide **your employees** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

To contact the Counselling Helpline, 'phone 0330 134 8165. These call are not recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Please do not 'phone these numbers to report a general insurance claim.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact DAS at employmentmanual@das.co.uk with **your** email address, quoting **your** policy number and they will contact you by email to inform you of future updates to the information.

DAS Business Law

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using smart document builders.

You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

To access DASbusinesslaw, **you** will need to visit www.dasbusinesslaw.co.uk and register using the voucher code DAS472301. Insert **your** policy number prefixed by "STER".

Glass Breakage Helpline

A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by **your** policy, the cost will be paid direct by **us**.

To contact Glassolutions phone them on 0333 003 3388.

Customer Service Information

Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

Anthony Wakefield & Company Limited

This policy is arranged for **you** by Anthony Wakefield & Company Limited.

Anthony Wakefield & Company Limited is a private company limited by shares incorporated in England and Wales under registered number 1756254.

Its Registered Office is 4 Guildford Road, Westcott, Dorking, Surrey RH4 3NR. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 307545. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. Alternatively, if **you** have hearing or speech difficulties and have access to a text telephone **you** can call any of **our** numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

Promise of satisfaction and service

We are confident that **your** Antiques & Fine Art Dealers policy will bring **you** complete satisfaction.

If this policy does not meet **your** needs, **you** have the right to cancel it for a period of 14 days from the date **your** policy begins or from the date **you** receive this policy document if this happens later. If **you** cancel it in this period **you** will receive a full premium refund. If **you** have made a claim or an incident giving rise to a claim has occurred during this period, **you** must reimburse **us** for any claims payments **we** have made, or may be required to pay.

Please see the General Condition - Cancellation on page 15.

Confidentiality

We promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

Customer Service Information

Notification of a claim

If **you** have a claim or are aware of an incident that could result in a claim, please contact Anthony Wakefield & Company Limited on 01306 740555 or Covea Insurance plc on 0330 134 8187.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact **your** broker.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled **you** should contact **us**:

The Customer Services Manager,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4JX

or telephone **us** on 0330 134 8194

or email **us** at information@coveainsurance.co.uk

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the
Financial Ombudsman Service

Exchange Tower
Harbour Exchange Square
London
E14 9SR;

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website www.financial-ombudsman.org.uk

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

Customer Service Information

How we use your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Customer Service Information

Employers Liability Tracing Office

Certain information relating to **Your** insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy **you** will be deemed to specifically consent to the use of **your** insurance Policy data in this way and for these purposes.

Risk Management

Our experienced Risk Management Surveyors are available to visit your business to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your premises from fire, extreme weather conditions and many other aspects including health and safety.

Protect your business with ROBUST

ROBUST (Resilient Business Software Toolkit) is a tool that has been developed by industry experts and can help you to produce an effective Business Continuity Plan quickly and efficiently and manage incidents to recovery in a timely fashion. This service is available for download and continued use, absolutely free.

To obtain this free service or seek more information, go to <https://robust.riscauthority.co.uk>

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

act of terrorism	<p>an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none">• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and• is committed for political, religious, ideological or other similar purposes
agreed value	<p>the value agreed by you and us for the purpose of this policy only. No representation is made by us that those values represent the market value or any other basis of value</p>
bodily injury	<p>death, injury, illness, disease or shock</p>
building, buildings	<p>the building or buildings stated in the schedule including</p> <ul style="list-style-type: none">• outbuildings• walls, gates and fences around the building and belonging to you• permanent fixtures and fittings including alarms systems• car parks, driveways, paths, steps and roadways• piping, ducting, cabling and control gear• fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines• sanitaryware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines• air conditioning and central heating systems• foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations• underground services <p>on the premises or extending to the perimeter of the premises and for which you are legally responsible</p>
business	<p>the business as stated in the schedule including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the premises</p>
business hours	<p>the period during which the premises are occupied by you or your authorised employees for the purposes of the business</p>
computer equipment	<p>computer or other data processing equipment, including media and other items used in conjunction with such equipment</p>
computer system	<p>a computer or other equipment or component or system or item which processes stores transmits or receives data</p>
consequential loss	<p>Loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business</p>
cost price	<p>the amount that you paid to acquire an item including any buyer's premium costs associated with transporting the item to your premises from the place of purchase and costs you have incurred in restoring or framing the item so as to bring it to a saleable condition plus VAT if not recoverable</p>

Definitions

damage	loss, destruction or damage unless otherwise excluded
data	data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever
denial of service attack	any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems . Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems
depreciation	the reduction in value of an item caused directly by damage to the item and arrived at with reference to the full insured value of the item as per the basis of settlement in the Property Damage section
economic repair	any repair that costs up to the value specified in the schedule or up to the market value whichever is the lesser
employee	in connection with your business any <ul style="list-style-type: none">• person under a contract of service or apprenticeship to you• labour master or labour only sub contractor or person supplied by them• self employed person providing labour only• trainee or person undergoing work experience, training, study or exchange scheme• person hired to or borrowed by you• voluntary workers
estimated income	the amount declared by you to us as representing not less than the income which it is anticipated will be earned by the business during the financial year most concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months
Europe	the United Kingdom and the countries of the European Community
excess	the amount for which you will be responsible and which will be deducted from each and every claim
general cover	any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or business interruption in Great Britain
Great Britain	England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
hacking	unauthorised access to any computer system , whether your property or not
income	the money received or receivable by you for goods sold and services provided in the course of your business plus VAT if not reclaimable
indemnity period	the period beginning with the date of damage and lasting for the period during which your business is affected as a result of the damage , but not longer than the maximum indemnity period shown in the schedule

Definitions

intruder alarm installation	the component parts of the alarm including the means of communication used to transmit signals
jewellery	watches, gemstones, pearls, or items of gold or silver or other precious or semi-precious metal or articles comprising them designed to be worn on the person
loss of limb	total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb
loss of sight	total and irrecoverable loss of sight in one or both eyes
market value	the price a willing buyer would pay to a willing seller with good title at the place the items were located immediately prior to the loss after a reasonable period for marketing the stock taking into account the state of the market for items of that type, the size condition and provenance and if a work of art its position within the artist's body of work
maximum indemnity period	the period stated in the schedule as the maximum indemnity period
media	all forms of electronic magnetic and optical tapes and discs (including hard discs) for use in any electronic computer or electronic data processing equipment including all current and backup computer software & programs unless specifically described otherwise in the schedule
money	current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers chequers, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the business and belonging to you or for which you are legally responsible
non negotiable money	crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the business and belonging to you or for which you are legally responsible
notifiable human infectious or contagious disease	those diseases notifiable under the Public Health (Infectious Diseases) Regulations, 1988, namely: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, 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, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without our prior written consent.
nuclear installation	any installation of such class and 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: a) the production or use of atomic energy, or b) 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 radiations, or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Definitions

nuclear reactor	any part (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
operative sections	the sections which you have selected and for which cover is provided by this policy
operative time	anytime or such other period of time as may be stated in the schedule
outstanding debit balances	the individual amounts owed to you by your customers and shown as outstanding in your records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through your books during the period between the last record and the date of the damage
overnight	between the hours of 21.00 and 06.00
period of insurance	the period stated in the schedule as the period of insurance
permanent total disablement	permanent inability to engage in any gainful employment, other than such inability caused by loss of limb or loss of sight
personal effects	personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to your directors, partners, employees , customers and visitors
phishing	any access or attempted access to data made by means of misrepresentation or deception
pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed)
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
premises	the buildings and the land inside the boundary of the risk address stated in the schedule occupied by you for the purpose of the business
products	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control
property insured	buildings, trade contents, computer systems, stock or any other property, as specified in the schedule
refrigeration unit	refrigerators, freezer units and chiller cabinets
schedule	this provides details of you , the period of insurance , the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
selling price	the price at which you offer an item for sale or for sold items the amount entered on your sales invoice plus VAT if not recoverable. Where used in the basis of valuation selling prices must be detailed in your stock records

Definitions

standard income	the income during the period in the twelve months immediately before the date of the damage which corresponds with the indemnity period
stock	physical items of art or antiques of the type shown against the sum insured in the schedule
temporary total disablement	temporary and absolute inability to engage in usual occupation
tenant's improvements	improvements, alterations and decorations which have been undertaken to the buildings either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner
territorial limits	Great Britain , Northern Ireland, the Isle of Man or the Channel Islands
trade contents	the following property used solely in connection with your business , belonging to you or for which you are legally responsible and kept at the premises <ul style="list-style-type: none">• machinery, plant, trade and office furniture• fixtures, fittings, blinds and signs• all other contents including personal effects not including motor vehicles , money , computer equipment , stock , tenant's improvements and glass
unattended vehicle	any vehicle left without you , an employee of yours or a responsible adult authorised by you , in attendance
United Kingdom	England, Scotland, Wales and the Isle of Man
unoccupied	empty, vacant or no longer used for a period of more than thirty consecutive days
vehicle	any road vehicle including trailers and containers
virus or similar mechanism	program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage , interfere with, adversely affect, infiltrate or monitor computer programs, computer systems , data or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage , interfere with, adversely affect, infiltrate or monitor as above
we, us, our	Covea Insurance plc unless otherwise stated
working day of the driver	the period in any day during which a vehicle is being used for purposes in connection with the business
you, your, yours	the person, persons or company named as the Insured in the schedule .

General Conditions

Applicable to all sections

Cancellation

You may cancel this policy by giving written instructions to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

You may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to **us** at the above address.

You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

We, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

- a) not
 - i. paying a premium when it is due
 - ii. co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
 - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy
and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

Change in risk

You or **your** insurance broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation.

This policy shall be avoided if:

- a) **your** interest ceases other than by death
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

General Conditions

Applicable to all sections

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy. If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fair Presentation of the Risk

You must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

- a) such failure was deliberate or reckless; or
- b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

- a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

General Conditions

Applicable to all sections

Fair Presentation of the Risk (continued)

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- a) will not pay the claim;
- b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- a) making a claim which is fraudulent, fictitious or known to be false
- b) intentionally exaggerating or inflating a claim
- c) supporting a claim with false or forged documents, information or statements
- d) wilfully causing **damage** or injury

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

General Conditions

Applicable to all sections

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

We will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

Rights

We are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Security

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom are removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

Subjectivity

We will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

General Conditions

Applicable to all sections

Subjectivity (continued)

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

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

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Condition of Cancellation of this policy.

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

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- a) is operative only in connection with particular premises or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **damage, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your** own insurer for the difference and will bear a proportionate share of the loss.

General Exclusions

What you are not covered for

1. Applicable to all Sections

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
 - b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction
- However, subsequent **damage** which is otherwise covered by **your** policy is nevertheless insured.

Workmanship

Damage or expense caused by or resulting from any lapse of judgement in the application of any process, alteration, refurbishment, repair, maintenance, dismantling, restoration, decoration, heating, drying, cleaning, washing, dyeing or any other similar process

2. Applicable to all Sections other than Liability

We will not pay for **damage** to the **property insured** resulting from or arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

If **we** allege that, by reason of this exclusion, any **damage**, cost or expense is not covered by this policy the burden of proving the contrary will be upon **you**.

Pollution or Contamination

- a) to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Business Interruption Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

General Exclusions

What you are not covered for

Process of Heat

To property undergoing any process involving the application of heat.

Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of **your** family or household is concerned as principal or accessory.

Vacant Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **practice** has ceased to trade whether the **premises** are unfurnished or otherwise
- b) whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

Any loss, destruction, damage or expense happening 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 expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

3. Applicable to all Liability Sections other than Employers' Liability

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

Any liability for

- a) **bodily injury** or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Asbestos

- a) any liability arising directly or indirectly out of exposure to, inhalation of, or fears of the consequences of exposure to or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or **damage** to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

Property Damage Section

What you are covered for:

1. **Damage** occurring at or within 50 metres of the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.
2. **Capital additions**
 - a) Newly acquired and/or newly erected **trade contents** and **buildings** anywhere within the **territorial limits** in so far as such property is not otherwise insured
 - b) Alterations, additions and improvements to existing **trade contents** and **buildings** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**Provided that
 - i) at any one location **our** liability shall not exceed £500,000 or 10% of the Property Damage sum insured, whichever is the lower
 - ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
 - iii) following such notification the provisions of this clause are fully reinstated.
3. **Debris removal costs**
 - a) The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in
 - i) removing debris
 - ii) dismantling or demolishing
 - iii) shoring up or proppingof the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of **stock** or **specified stock**
 - b) Where **stock** or **specified stock** is insured the insurance by this section includes costs and expenses necessarily incurred by **you** with **our** consent in removing debris of the portion or portions of such insured property which has suffered **damage** but **our** liability in respect of **damage** to **stock** or **specified stock** shall not be increased above the respective sum insured by the operation of this extension.Provided that **we** will not be liable for any such costs or expenses
 - i) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
 - ii) arising from **pollution or contamination** of property not insured by this section.
4. **Theft of fixed fabric of the building**

Theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting, where the **building** is shown as insured in the **schedule**.

Our liability will not exceed £25,000 in any one **period of insurance**.
5. **Protection equipment expenses**

The cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **damage** but **our** liability will not exceed the amount shown in the **schedule** in respect of the **property insured**.
6. **Landscaping costs**

Costs and expenses incurred by **you** with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**.

Our liability will not exceed £25,000 in any one **period of insurance**.
7. **Loss of metered gas and water**

The cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises**.

Our liability will not exceed £25,000 in any one **period of insurance**.
8. **Additional statutory costs**

Within the item sum insured **we** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **damage** to the **property insured**

Provided that **we** will not be liable under this cover for any such costs or expenses

 - a) incurred following **damage** to **stock** or **specified stock**
 - b) in respect of **damage** occurring prior to the inception of this section
 - c) in respect of property entirely undamaged
 - d) where notice to comply has been served upon **you** prior to the occurrence of **damage**
 - e) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**.

Our liability will not exceed £500,000 or 25% of the Property Damage sum insured, whichever is the lower.

Property Damage Section

What you are covered for:

9. Additional costs of construction – energy efficiency

Within the item sum insured **we** will pay for the additional costs of reinstatement following **damage** to the **buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law)

Provided that **we** will not be liable under this cover for any such costs or expenses

- a) in respect of **damage** occurring prior to the inception of this section
- b) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
- c) in respect of property entirely undamaged.

Our liability will not exceed £100,000 or 10% of the Property Damage sum insured, whichever is the lower.

10. Stock temporary removed (excluding stock at exhibitions and trade fairs)

Stock is covered whilst **temporarily** removed from the **premises** to a premises not insured under **your** policy (excluding any exhibition or trade fair) and where a sum insured for **Goods in Transit** is shown in the **schedule** in transit thereto and therefrom plus loading and unloading. Provided that

- a) this cover does not apply to property in so far as it is otherwise insured
- b) **our** liability under this cover shall not exceed the amounts shown in the **schedule**

11. Exhibitions and Trade Fairs

Stock and **trade contents** are covered whilst temporarily removed from the **premises** at exhibitions or trade fairs where **you** are participating as an exhibitor and in transit thereto and therefrom in or on a vehicle owned or operated by **you** including whilst loading and unloading anywhere within the **territorial limits** or other member countries of the European Union Provided that

- a) duration of any exhibition or trade fair within the **territorial limits** shall not exceed 90 days unless advised to and agreed in writing by Anthony Wakefield and Company Limited
- b) duration of any exhibition or trade fair in other member countries of the European Union shall not exceed 5 days unless advised to and agreed in writing by Anthony Wakefield and Company Limited
- c) any theft or attempted theft of **stock** whilst located in a building not in **your** occupation involves forcible and violent entry to or exit from that building
- d) this cover does not apply to property in so far as it is otherwise insured
- e) **our** liability under this cover shall not exceed the amounts shown in the **schedule**

Additional covers - Transit:

We will pay the costs and expenses necessarily and reasonably incurred in

- i) the removal of debris following **damage** to the property insured by this extension
- ii) the transfer of the property insured by this extension to another **vehicle** and its delivery to the original destination or place of collection following fire or an accident involving the **vehicle** whilst the property insured by this extension is being carried in or on any **vehicle** owned or operated by **you**.
- iii) **We** will pay for **damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **you** or for which **you** are legally responsible, whilst being carried in or on any **vehicle** owned or operated by **you** up to £2,500.

12. Deeds, documents and computer system records

We will pay for **damage** to the following whilst **temporarily** removed to premises not in **your** occupation

- a) deeds and other documents, manuscripts, plans and writings or every description and books (but excluding computer system records) up to the amount shown in the **schedule**
- b) computer system records up to the amount shown in the **schedule**

Provided that:

- i) any theft or attempted theft of **stock** whilst located in a building not in **your** occupation involves forcible or violent entry to or exit from that building
- ii) this cover does not apply to property in so far as it is otherwise insured

13. Theft damage to the premises

Damage to the **buildings** at the **premises** not owned by **you** or insured by this policy resulting from theft or any attempt thereat provided that **you** are legally responsible for the repair of such **damage**.

Our liability will not exceed £50,000 or 10% of the Property Damage Section Sum Insured.

Property Damage Section

What you are covered for:

14. Theft of keys

The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from loss of keys following their theft

- a) involving forcible or violent entry to the **premises** or the home of any authorised **employee**
 - b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **you** or any authorised **employee**.
- Our** liability will not exceed £3,000 in any one **period of insurance**.

15. Trace and access

In the event of **damage** at the **premises** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in

- a) locating the source of **damage** in order to effect repairs
- b) making good.

Our liability will not exceed £25,000 in any one **period of insurance**.

16. Defective title

We will pay **you** for

- a) claims made against **you** from the purchase of **stock** for which the vendor had defective or no title or on which a charge or encumbrance had been placed prior to the purchase of which **you** were not aware and should not have been aware after reasonable enquiry
- b) any liability **you** incur for interest arising out of the claim
- c) **your** own legal costs as agreed in advance by **us**
- d) **your** liability for another party's reasonable legal costs arising out of the defective title

Providing always that

- i) the purchase was made after the date **you** first insured **your stock** with us under this policy or a previous policy of which this is a renewal
- ii) the claim is made against **you** during the **period of insurance**
- iii) **you** do not commence any litigation or other legal process without **our** written consent and **you** inform **us** immediately upon becoming aware of any title issues and do not initiate or respond to any related letter or other communication without **our** written consent
- iv) **we** have the right to take over the conduct of the litigation if **we** wish and settle on such terms as the relevant lawyer advises are reasonable
- v) if **you** are required to relinquish possession of the **stock** to another party **we** will pay the amount that **you** paid to purchase the **stock**
- vi) if **you** are legally required to pay damages to another party the amount of those damages **we** will pay will be limited to the **market value** of the item at the time of payment
- vii) if **you** are required to pay damages to another party's legal costs **we** will pay a maximum of £10,000 such amount being part of and not in addition to the maximum liability under this extension

Our maximum liability under this extension is £20,000 in total per claim and in all for each **period of insurance** or any other amount specifically notified to and agreed by **us** in advance shown in the **schedule**

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

Inflation Protection

The sums insured stated in the **schedule** for **property insured** (other than **stock** or other items stated as being insured on an alternative basis) will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

Property Damage Section

Basis of claims settlement

In the event of **damage** to **property insured** by this section the basis upon which the amount payable will be calculated shall be:

1. **stock**

- a) In the event of a total loss, the basis of settlement will be
 - i) for **stock** which belongs to **you** the basis specified in the schedule
 - ii) for **stock** sold but not delivered to the purchasers the **selling price**
 - iii) for **stock** bought on behalf of **your** client the **cost price** plus any fee commission pre-agreed and made in writing
 - iv) for certain **stock** for which **you** and **we** have agreed a value in writing the **agreed value**
 - v) for **stock** in your care custody or control which belongs to third parties the lesser of the **agreed value** shown in the consignment note drawn in accordance with General Condition Stock - Consignments and stock given "on approval" or the **market value**
- b) In the event of partial damage to any **stock** the amount payable shall be the cost and expense of restoration or **economic repair** plus any resulting **depreciation** in value but not exceeding the full insured value of that **stock** as calculated under 1. above. In no event will **we** be liable for more than the total sum insured stated in the schedule. Any disagreements as to the **market value** are to be resolved in accordance with the Disputes Resolution Clause in the General Conditions to the policy.
 - i) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **you** of the information contained therein
 - ii) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **we** will not pay for the value to **you** of the information contained therein or for any expense in connection with the production of information to be recorded therein
 - iii) **personal effects** not otherwise insured - the cost of repair or replacement at the time of the **damage**, subject to a maximum limit of £500 per person
 - iv) all other property including **buildings** - the cost of repairing or reinstating the property equal to its condition when new which may be carried out in a manner suitable to **you** or on another site provided **our** liability is not increasedProvided that
 - i) this is carried out without delay and in the most economical manner
 - ii) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
 - iii) until reinstatement has been completed no payment shall be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.

Additional Clauses

1. **Architects' and Surveyors' Fees**

Within the overall limit of the sum insured on **property insured** (excluding **stock**) **we** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **our** consent in the reinstatement or repair of the property following **damage** but excluding fees charged for the preparation of any claim.

2. **Contracting Purchaser**

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

3. **Interested Parties**

Any act or omission by the leaseholder, lessee, mortgagor or **you** or by any tenant occupying or using the **buildings** which increases the possibility of **damage** shall not prejudice the insured interest of the freeholder, lessor or mortgagee provided that

- a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they shall give immediate written notice to **us** as soon as is practicable and pay any additional premium required.

4. **Non-Invalidation**

The insurance by this section, other than in respect of **damage** by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration unknown to **you** and beyond **your** control whereby the risk of **damage** is increased provided that as soon as **you** become aware of any such act or omission or alteration **you** shall give immediate written notice to **us** as soon as is practicable and pay any additional premium required.

Property Damage Section

Additional Clauses

5. Subrogation Waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against

- a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **you** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**
- b) any company which is a Subsidiary of a Parent Company of which **you** are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**.

6. Unoccupied Buildings

Notice is to be given to **us** when any **buildings** or portions thereof become empty, vacant or no longer used by any person authorised by **you** or when any such **buildings** or portions thereof are again used by any person authorised by **you** and pay any additional premium required.

7. Underinsurance

If at the time of **damage** the **declared value** is less than the actual value of the **buildings** or **trade contents**, arrived at on the basis of the definition of **declared value** set out below at the start of the **period of insurance**, **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.

The maximum amount **we** will pay in respect of each item of **buildings** or **trade contents** is shown against that item in the **schedule**.

For the purposes of this endorsement the following definition will apply:

declared value **your** assessment of the cost of reinstatement of the **buildings** or **trade contents** arrived at in accordance with paragraph e) of the Property Damage - Basis of claims settlement clause, at the level of costs applying at the start of the **period of insurance** (ignoring inflationary provisions which may apply subsequently) together with an allowance for

- a) the additional cost of reinstatement to comply with
 - i) European Union Legislation
 - ii) Act of Parliament
 - iii) Bye-Laws
- b) professional fees
- c) debris removal costs.

8. Glues, varnishes and other flammable liquids

It is a condition precedent to **our** liability under the policy that all glues, varnishes and other flammable liquids be kept in a locked fireproof cabinet whilst not in use and that all restoration and/or repair waste be bagged up and disposed of daily

Property Damage Section

What you are not covered for:

1. water (other than loss of metered water as described in this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. **jewellery**, bullion, furs unless specifically declared by **you to us** as such and agreed for cover on the **schedule** by **us**
4. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
5. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites) unless specifically declared by **you to us** as such and agreed for cover on the **schedule** by **us**
6. property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith
7. property kept in the open (including in any garden, yard, open space open fronted or open sided building) unless specifically declared by **you to us** as such and agreed for cover on the **schedule** by **us**
8. damage to **stock** unless it is entered in your **stock** records
9. explosives and contraband
10. **property insured** at any **premises** that are **unoccupied** unless agreed by **us**
11. loss, destruction or damage to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
12. the relevant **excess** stated in the **schedule**
13. loss, destruction or damage to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
14. explosion
 - a) caused by or consisting of 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 **you** or under **your** control
 - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
15. theft
 - a) which does not involve forcible or violent entry to or exit from a **building** at the **premises** when the **premises** are closed for business
 - b) of fixed fabric of the **building** unless as provided for under 5. theft of fixed fabric of the **building** in this section
16. loss, destruction or damage arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
17. loss, destruction or damage by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
18. loss, destruction or damage caused by subsidence, ground heave or landslip
19. loss, destruction or damage caused by or arising from or consisting of
 - a) wear, tear or depreciation
 - b) collapse or cracking of **buildings**
 - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - d) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
 - e) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - g) use of any article contrary to manufacturers' instructions
 - h) change in temperature colour flavour or finish

Glass and Sanitaryware Breakage Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

Damage to fixed interior and exterior glass at the **premises** not owned by **you** or insured by this policy including necessarily incurred additional costs involved in

- a) boarding up or temporary glazing pending replacement of broken glass
- b) removing and refixing window fittings and other obstacles to replacement
- c) the reasonable cost of hire for use of scaffolding to replace broken glass
- d) repairing or replacing sanitaryware damaged that is rendered totally unserviceable
- e) repairing damage to window frames, framework displays, security or other fittings (including intruder alarm fittings) as a direct result of breakage of glass

Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed the amount stated in the schedule

What you are not covered for:

1. **damage** arising from repairs, decorations, additions or alterations to the **premises** or to glass being fitted following such **damage** to fixed glass
2. disfiguration or **damage** other than fracture extending through the entire thickness of the glass
3. neon or other electric light fittings
4. domestic glassware and glass forming part of **your stock** or stained glass
5. the **excess** stated in the **schedule**

Business Interruption Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.
2. **Prevention of Access**

Interruption of or interference with the **business** in consequence of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** but excluding damage to property of any public utility from which **you** obtain supplies or services.
Our liability will not exceed £50,000.
3. **Public Utilities**
 - a) Interruption of or interference with the **business** in consequence of **damage** to property at any
 - i) generating station or sub-station of the public electricity supplier
 - ii) land based premises of the public gas supplier or of any natural gas producer linked directly with them
 - iii) land based premises of the public telecommunications supplier or internet service provider
 - iv) waterworks or pumping station of the public water supplierwithin the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.
 - b) the accidental failure of the public supply of
 - i) electricity at the terminal ends of the supply undertaking's service feeders at the **premises**
 - ii) gas at the supply undertaking's meters at the **premises**
 - iii) water at the supply undertaking's main stop cock serving the **premises**
 - iv) telecommunications services at the incoming line terminals or receivers at the **premises** in the **territorial limits** but excluding
 1. any failure which does not involve a cessation of supply for at least
 - a) 4 hours in respect of the public supply of electricity, gas or water
 - b) 24 hours in respect of the public supply telecommunications
 2. loss resulting from failure caused by
 - a) 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
 - b) strikes or any labour or trade dispute
 - c) drought
 - d) other atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions
 3. loss resulting from
 - a) failure of any satellite
 - b) interference with transmissions to and from satellites resulting from any cause c) failure due to the transfer of **your** satellite facility to another party
 4. any failure originating from outside the **territorial limits****Our** liability will not exceed £50,000
 4. **Compulsory Closure**

Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from
 - a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
 - b) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
 - c) the occurrence at the **premises** of murder, manslaughter, suicide or rape d) defective sanitation. For the purpose of this cover the **maximum indemnity period** is restated as 3 months.**Our** liability will not exceed £50,000.
 5. **Unspecified Storage Sites**

Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **your** property is stored anywhere within the **territorial limits**.
Our liability will not exceed £50,000.

Business Interruption Section

What you are covered for:

6. Property in Transit

Interruption of or interference with the **business** in consequence of **damage** to **property insured** whilst in transit by road, rail or inland waterway within the **territorial limits**.

Our liability will not exceed £50,000.

7. Exhibition Sites

Interruption of or interference with the **business** in consequence of **damage** at any trade fair or exhibition location not shown in the **schedule** at which **you** are to occupy a stand anywhere within the **territorial limits**.

Our liability will not exceed £50,000.

8. Book Debts

Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within the **premises**.

We will pay for any net **outstanding debit balances** which **you** are unable to recover from customers as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**. **Our** liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed £50,000 in any one **period of insurance**.

Special Condition

At the end of each month **you** shall record the total amount outstanding in customers' accounts and shall maintain a separate record, in addition to the books of account, in a place other than the **premises**.

Maximum amount payable

The most **we** will pay in respect of any one occurrence shall not exceed

- 133.3% of the sum insured for each item in respect of **income**
- 100% of each other item as shown in the **schedule**.

Basis of claims settlement

Following **damage** insured by this section **we** will pay for the following in respect of any of the undermentioned items if insured by this section.

Loss of income - loss thereof due to

- the amount by which the **income** earned during the indemnity period falls short of the **standard income** less any amount saved during the **indemnity period** in respect of charges or expenses of the **business** which may cease or be reduced in consequence of the **damage**
- increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **income** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of the reduction in **income** 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 **income** as may cease or be reduced in consequence of the **damage**.

Increased Cost of Working only

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** within which increases in the cost of working that is incurred in consequence of the **damage** for the purpose of avoiding or diminishing a reduction in **income** earned as applicable at the **premises** or for the purpose of resuming or maintaining the **business** less any savings in charges or expenses that may be made in consequence of the **damage**.

Business Interruption Section

Additional clauses

1. Alternative trading

If during the **indemnity period** goods shall be sold or services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **income** as applicable during the **indemnity period**.

2. Professional accountants

We will pay under this section the reasonable charges payable by **you** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the maximum amount payable.

3. Separate departments

If the **business** be conducted in departments, the independent trading results of which are ascertainable, the provisions of the Basis of claims settlement sub-paragraphs a) and b) of any item on **income** as appropriate shall apply separately to each department affected by the **damage**.

What you are not covered for:

Any interruption of or interference with the **business** not caused by **damage** other than as described in 'What you are covered for' – Compulsory Closure - Item 5.

Terrorism Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

Definitions

For the purpose of this Terrorism section the following definitions will apply:

act of terrorism

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

Terrorism - Property Damage

This sub-section applies to the **property insured** as described, defined and specified as insured in the **general cover** provided by this policy, other than any insurance in respect of loss of rent or cost of alternative accommodation which will be deemed to be insured by the Terrorism – Business Interruption sub-section of this section.

Terrorism – Business Interruption

This sub-section applies to loss of **gross profit, gross revenue, gross rent receivable**, income or rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than **book debts**) resulting from interruption or interference as described, defined and specified as insured in the **general cover** provided by this policy provided that at the time of the happening of the **damage** that causes the interruption or interference

- a) there is in force an insurance provided by **us** covering **your** interest in the property that suffers such **damage** and
- b) payment will have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Terrorism – Book Debts

This sub-section applies to **outstanding debit balances** as described, defined and specified as insured in the **general cover**.

What you are covered for

We will indemnify **you** in respect of **damage** to **property insured** within **Great Britain** or **consequential loss** arising from an **act of terrorism**.

Cover is applicable to the **general cover** in respect of which there is an operative sub-section in the **schedule**.

What you are not covered for:

1. **damage** or **consequential loss** directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - a. riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
2. **damage** or **consequential loss** caused by contributed to by or arising from or occasioned by or resulting from:
 - a. **damage** to any **computer system** or
 - b. any alteration, modification, distortion, erasure or corruption of **data**in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.
This exclusion shall not apply in respect of:
 - i) **damage** which itself results directly (or, solely as regards to (ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system**; and

Terrorism Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are not covered for (continued):

- i) comprises:
 - a) the cost of reinstatement, replacement or repair in respect of **damage to your** Property; or
 - b) **consequential loss** as a direct result of **damage to your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **premises** by reason of an **act of terrorism** causing **damage** to other Property within one mile of the **premises** to which access is affected; or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage to your** Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

- ii) is not proximately caused by an **act of terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this exclusion shall exclude:

- a) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- b) any **data**.

Notwithstanding the exclusion of **data** we will pay **consequential loss**:

- a) directly resulting from **damage** to Property to the extent that such **damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **data**
- b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**

In no other circumstances will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be covered by this section.

- a) In respect of:
 - a. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**
 - b. any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
Other than:
 - i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
 - ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
 - c. bankers blanket bond
 - d. any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than the Goods in Transit section where shown as insured in **your schedule**
 - e. any other type of property which is specifically excluded elsewhere in this policy.

Special Conditions

1. This section is concurrent and conjunctive with and dependent upon the **general cover** provided by this policy.
2. This section is not subject to any of the General Exclusions of this policy other than those stated in 'What you are not covered for' of this section.
3. This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the **general cover** provided by this policy (including but without limitation any **excess** to be borne by **you**) except as expressly varied hereby.
4. In any action, suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered by this section the burden of proving that such **damage** or **consequential loss** is covered shall be upon **you**.
5. This section is not subject to the Reinstatement of sum insured General Condition, nor to any Inflation Protection or to any Long Term Agreement or Undertaking which may apply to the **general cover** provided by this policy.
6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **general cover** provided by this policy.

Money Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1. We will pay for physical loss of **money** as described below occurring within the **territorial limits** and subject to the limits stated below

Limit	
a) loss of non-negotiable money	£500,000
b) loss of money other than non-negotiable money :	
i) in transit in your personal custody or in the custody of any authorised employee or in bank night safe	£5,000
ii) on the premises during business hours	£5,000
iii) on the premises out of business hours contained in locked safe(s)	£5,000
iv) on the premises out of business hours not contained in locked safe(s)	£500
v) in your home or in the home of any authorised employee .	£1,000

2. **Safes**

We will pay for the cost of repair or replacement, following theft or attempted theft occurring within the **territorial limits**, of any

- a) safe
- b) postal franking machine
- c) security case, bag or waistcoat used to carry **money**

Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

3. **Credit Cards**

We will pay for any amount for which **you** become liable under the terms of issue of any bank charge credit debit or cash card issued to **you** and used only in connection with the **business** following fraudulent use by any unauthorised person within the **territorial limits** Provided that **you** report the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

Maximum Amount Payable

The most we will pay for physical loss of **money** will not exceed the limits stated above in respect of any one occurrence.

What you are not covered for:

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or **employee** unless the loss is discovered within seven working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit **money**
4. loss from any **unattended vehicle**
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **schedule**
6. loss, destruction or damage caused by theft or attempted theft occurring outside **business hours** to any till or cash register unless its drawer has been left in an open position
7. losses not directly associated with the incident that caused **you** to claim
8. the relevant **excess** stated in the **schedule**.

Special Condition

It is a condition precedent to **our** liability that

- a) a true and complete account shall be kept of all **money** in transit and on the **premises** and such record shall be deposited in a secure place other than in any safe containing the **money**
- b) during **business hours** any safe shall be kept locked other than when **money** or other property is being placed in or removed from the safe and the keys kept in the **your** personal custody or in the personal custody of any authorised **employee**
- c) outside **business hours** any safe shall be kept locked and its keys removed from the **premises**.

Money Section

Special extension - Personal Assault

What you are covered for:

1. We will pay as compensation to **you** or **your** legal personal representative the relevant amount stated in the **schedule** if in the course of the **business** an **employee** aged between 15 and 70 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in any of the results below:

Results	Compensation
1 Death	£25,000
2 Loss of limb	£25,000
3 Loss of sight	£25,000
4 Permanent total disablement	£25,000
5 Temporary total disablement	£100 per week

2. **Personal effects**

We will pay for **damage** to personal effects of an **employee** aged between 15 and 70 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding £250 in respect of any one **employee**.

What you are not covered for:

death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by an **employee** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction.

Special Conditions

1. Compensation shall not be payable for more than one of the following: death, **loss of limb**, **loss of sight**, **permanent total disablement**, in respect of any one **employee**.
2. Compensation shall not be payable for **temporary total disablement**
 - a) until the end of the period of disablement but we will on request make interim payments at intervals of not less than four weeks
 - b) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb**, **loss of sight**, **permanent total disablement** that follows from the same cause.
4. An **employee** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death we shall be entitled to have a post mortem examination at **our** expense.

Personal Accident Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

We will pay as compensation to **you** or **your** legal personal representative the relevant amount stated in the **schedule** if a person identified as insured in the **schedule**, aged between 16 and 70 years sustains accidental **bodily injury** caused solely and directly by violent external and visible means during the **operative time** in any **period of insurance** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.

What you are not covered for:

1. death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by:
 - a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or civil commotion by a person identified as insured in the **schedule** or by any such person being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
 - b) a person identified as insured in the **schedule** engaging in abseiling, activities necessitating the use of underwater breathing equipment, armed or unarmed combat sports, bungee jumping, climbing necessitating the use of ropes or guides, flying of any kind (other than as a passenger in a fully licensed passenger carrying aircraft), hunting, ice hockey, motor cycling other than by power assisted pedal cycle, parachuting, polo, pot holing or similar underground activities, professional sport, riding or driving in any kind of race, speed or duration test or practice therefor or winter sports
 - c) pregnancy or childbirth
 - d) any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
 - e) any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
 - f) a person identified as insured in the **schedule**, being on naval, military or airforce duty service or operations
 - g) exposure to exceptional danger (except in an attempt to save human life).

Special Conditions

1. Compensation shall not be payable for more than one of the following: death, **loss of limb**, **loss of sight**, **permanent total disablement**, in respect of any one person identified as insured in the **schedule**.
2. Compensation shall not be payable for **temporary total disablement**
 - a) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
 - b) for any deferment period shown in the **schedule**
 - c) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury** excluding any deferment period shown in the **schedule**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb**, **loss of sight**, **permanent total disablement** that follows from the same cause.
4. A person identified as insured in the **schedule** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** shall be entitled to have a post mortem examination at **our** expense.

Employers' Liability Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

- 1. We will pay all amounts which you will become legally liable to pay as damages in respect of accidental bodily injury caused during the period of insurance to any employee if such bodily injury arises out of and in the course of their employment by you in the business**
 - a) within the **territorial limits** or
 - b) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**

2. Compensation for court attendance

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to £250 per person, per day.

3. Corporate Manslaughter

We will pay you in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

4. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount payable as shown in the **schedule**.

5. Health and Safety at Work etc. Act 1974

We will pay you and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

Employers' Liability Section

What you are covered for:

6. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
 - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
 - c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
 - d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - e) the owner of plant hired by **you** but only to the extent of the conditions of hire
 - f) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

7. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy arising out of and in the course of employment in the **business** will not exceed
 - i) the maximum amount payable shown in the **schedule** for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
 - ii) the amount stated in the **schedule** as regards any other **bodily injury**in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.

Employers' Liability Section

Special Conditions

1. The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
2. **We** may at any time pay to **you** the amount of the maximum amount payable shown in the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

Public Liability Section

What you are covered for:

1. **We will pay you** for all amounts which **you** shall become legally liable to pay as damages in respect of
 - a) accidental **bodily injury** to any person
 - b) accidental loss or accidental destruction of or accidental damage to material property
 - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
 - d) wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person arising out of the ownership of the **premises** or in the course of the **business** and occurring
 - i) during the **period of insurance**
 - ii) within the **territorial limits**
 - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work
2. **Compensation for court attendance**

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to £250 per person, per day.
3. **Contingent motor liability (non-owned vehicles)**

We will pay you for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**. Provided **we** will not be liable

 - a) for loss of or destruction of or damage to such vehicle or to goods being carried
 - b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
 - c) in respect of liability more specifically insured under any other insurance
 - d) in respect of liability arising outside the **territorial limits**.
4. **Corporate Manslaughter**

We will pay you in respect of

 - a) legal costs and expenses incurred with **our** prior written consent, and
 - b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

 - i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
 - ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
 - iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
 - iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

 - i) any fines or penalties or the cost of implementing any remedial order or publicity order
 - ii) an appeal against any fines penalties remedial order or publicity order
 - iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
 - iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
 - v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
 - vi) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
 - vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

Public Liability Section

What you are covered for:

5. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

6. General Data Protection Regulations

We will indemnify **you** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **you** provided that **we** will not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the maximum amount payable shown in the **schedule**, whichever is the lower, during any one **period of insurance** inclusive of costs and expenses.

7. Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

We will not be liable

- a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if **you** are entitled to payment under any other policy.

8. Health and Safety at Work etc. Act 1974

We will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

9. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any bona fide member of **your** organisation
- d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- f) the owner of plant hired by **you** but only to the extent of the conditions of hire
- g) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**

Public Liability Section

What you are covered for:

10. Libel and Slander

We will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business**
Provided that

- a) **our** liability shall apply solely to **you** in house publications including websites and trade publications
- b) **our** liability shall not exceed £25,000 in any one **period of insurance**.

11. Overseas Personal Liability

We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above who is entitled to payment under any other policy.

12. Premises leased, hired, rented or in custody or control

We will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.

We shall not be liable for legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract.

Basis of claims settlement

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the amount shown in the **schedule**.

We will also pay

- a) all legal costs recoverable from **you** by the claimant.
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2. a) loss or destruction of or damage to property
b) **bodily injury** sustained by any person
arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under Cover 3 - Contingent motor liability of this section
3. loss or destruction of or damage to
 - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premises**
 - iii) as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section

Public Liability Section

What you are not covered for:

4. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
5. liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
6. **products** other than food or drink sold or supplied for consumption by **your** directors, partners, **employees** or visitors
7. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
8. loss or destruction of or damage to property which **you** or any of **your employees** are or have been working on
9. fines, penalties or liquidated, punitive or exemplary damages

Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
 - a) the maximum amount payable shown in the **schedule** less any amount already paid
 - b) any lesser amount for which such claim or claims can be settled**we** shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

Products Liability Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

What you are covered for:

1. **We will pay you** for all amounts which **you** shall become legally liable to pay as damages in respect of
 - a) accidental **bodily injury** to any person
 - b) accidental loss or destruction of or accidental damage to material property occurring during the **period of insurance** and caused by **products** anywhere in the world.
2. **Compensation for court attendance**
We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount of £250 per person per day.
3. **Consumer Protection and Food Safety Acts – Legal Defence Costs**
We will pay you and at **your** request any director partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**

Provided that **we** shall not be liable for:

- a) the payment of fines or penalties
- b) proceedings or appeals in respect of deliberate acts or omissions
- c) costs and expenses insured by any other policy.

4. Corporate Manslaughter

We will pay you in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee** of **yours**
- vi) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands

5. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

Products Liability Section

What you are covered for:

6. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
 - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
 - c) any bona fide member of **your** organisation
 - d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
 - e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - f) the owner of plant hired by **you** but only to the extent of the conditions of hire
 - g) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

Basis of claims settlement

The maximum amount payable under this section for all damages payable as a result of all occurrences during any one **period of insurance** shall not exceed the amount shown in the **schedule**.

We will also pay

- a) all legal costs recoverable from **you** by the claimant
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
3. legal liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) the making up, sale or supply of any drug or medical preparation normally obtainable on prescription from a medical practitioner
 - c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides.
4. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
5. **products** which with **your** knowledge are exported directly or indirectly to the United States of America or Canada
6. any **products** which with **your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
7. any **products** which with **your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
8. fines, penalties or liquidated, punitive or exemplary damages
9. liability caused by or arising from any action brought against you in any country not being a member of the European Union where you have a branch or a parent or a subsidiary company or is represented by a person or company holding your Power of Attorney
10. the **excess** shown in the **schedule** for accidental loss or destruction of or accidental damage to material property.

Products Liability Section

Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
 - a) the maximum amount payable shown in the **schedule** less any amount already paid
 - b) any lesser amount for which such claim or claims can be settled**we** shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

Antiques & Fine Art Dealers Extra

The following covers are included in your policy as an Antiques and Fine Art Dealers cover enhancement. There is no additional premium charge for this enhancement.

a) Crisis Containment

In the event of injury to an **employee**, **damage** to **your** property, injury to another person or their property, occurring during the **period of insurance** and in the course of **your business** the result of which could reasonably be considered by **us** to give a realistic prospect of **you** losing or tarnishing **your** reputation then **we** will pay the reasonable costs of employing a marketing and/or public relations firm, that **you** appoint following **our** written agreement, to help mitigate the risk of damage to **your** reputation up to the amount shown in the **schedule**.

b) Website Hacker Damage Cover

In the event of malicious damage to **your** website resulting in loss of data, damage to the website, inability by customers to access **your** website or potential loss of **your** reputation **we** will pay up to the amount shown in the **schedule** to pay for the repair or replacement of the website and payment for a forensic consultant to advise on security improvements or a public relations firm to maintain **your** reputation provided that the costs are agreed by **us** in advance.



Covea Insurance plc

Covea Insurance plc is a public limited company incorporated in England and Wales, registered number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority registration number 202277.