Optima Trade & Professional
Policy Wording

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To make a claim, call 0345 122 3283
Please save this number to your mobile phone
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This policy is a contract of insurance between you and us by which we agree to cover you in respect of the risks set out in the sections and sub-sections of this policy shown as insured on the schedule, subject to the terms, conditions and exclusions of this policy and in consideration of you paying or agreeing to pay the premium.

This policy is made up of a number of documents which must be read together. You should read carefully all documents that we have provided and contact your agent immediately if this policy does not meet your needs.

This policy has been signed for and on behalf of us.

Signed

François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited
Important Notice

You have a duty to make a fair presentation of all material and relevant facts to us. Providing us with inaccurate information or failing to tell us of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

To assist your understanding of which facts are material and relevant to us, here are some key examples:

- **Number of persons working in the business** – the premium charged for this policy is based on the total number of persons working in the business, as declared to us by you. The maximum number of workers permitted under this policy is 10 during the first period of insurance and 15 during any subsequent period of insurance. If the number of workers increases beyond the number shown on the schedule during the period of insurance, you must notify us within 30 days of such increase or by the renewal date whichever is the earlier. If the total number exceeds the maximum permitted under the policy however you must notify us immediately.

  If part-time workers are used, it is the number of persons that must be declared to us, not their full-time equivalents.

Sub-Section A – Public and Products Liability - the number of persons shown on the schedule must include all persons working in the business i.e. working proprietors, partners, working directors, direct employees, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers. If you use bona-fide subcontractors, your annual payments to them must not exceed 25% of your annual turnover and you must obtain documentary evidence of their public liability insurance before they commence work on any contract and a record of such evidence must be retained.

Sub-Section B – Employers’ Liability - proprietors or partners of unincorporated companies do not need to be included in the number shown on the schedule but working directors and all other employees i.e. direct employees, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers must be included – please refer to the policy definition of employee for full details. If labour only subcontractors are engaged by the business, they must be included regardless of whether or not they hold public liability insurance in their own name. Whenever employees are engaged by the business, you must ensure that employers’ liability insurance is in force.

- **Who you are** – the legal entity that owns the business
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **What you do** – the description of the business as shown on the schedule
- **Personal and business history** – the previous history relating to proprietors, partners or directors or their business that is provided to us in the statement of fact e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material and relevant facts will be shown on the statement of fact or proposal form. If you are in any doubt or require clarification of what must be declared to us, please discuss this with your agent.
How to make a claim

If you need to make a legal expenses claim and this section is shown as being operative on the schedule, please refer to the separate Business Legal Guard policy wording for details. For all other claims please contact our commercial claims department on 0345 122 3283. The line is open 24 hours a day, 365 days a year. Alternatively, you can write to us at:

Commercial Claims Department
Ageas Insurance Limited
Ageas House
The Square
Gloucester Business Park
Brockworth
Gloucestershire
GL3 4FA

The claims handler will take full details of the claim and guide you through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are claims experts who will visit you or a third party claimant to assist with the assessment of the claim.

Once we have been notified of a claim, we will tell your agent. The notification letter gives your agent the opportunity to become involved in the claim if either you or they wish. Once the claim has been settled, a letter is sent to your agent confirming settlement and the amounts paid.

Do

• Have details of your policy number ready when notifying us. You can find the policy number on the schedule.
• Report any incidence of loss of money, theft, attempted theft or damage by malicious persons to the police immediately. You should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
• Carry out temporary repairs to your property to prevent further loss. Please retain all invoices for work carried out. Remember, if you do not have your own contractor, call Business Emergency Assistance on 0345 122 8935 to arrange for an approved contractor to effect repairs, any time of the day or night.
• Notify us of any claim or any incident which may lead to a claim as soon as possible. The sooner we are involved, the more opportunity we have to resolve the claim to your satisfaction. You must notify us within seven days if the incident relates to damage by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.
• Ensure that any letter or notice received is sent to us immediately unanswered and unacknowledged.
• You must also send us unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell us of any pending prosecution, coroner’s inquest or fatal accident inquiry and give us full details of any verbal claims made against you.
• Any injury to an employee should be reported to us regardless of whether a formal claim has been made against you. We can then decide whether we need to investigate and provide advice to you.

Don’t

• Dispose of any evidence or damaged items - we may wish to see them.
• Wait for estimates to be obtained for work to be carried out before notifying us of a claim.
• Admit or deny responsibility for any incident involving injury to others or damage to their property.

Replacement Service

We have a number of suppliers that can repair your property or replace items lost, stolen or damaged beyond repair. If one of our suppliers is used you will not need to obtain estimates and we will settle directly with the supplier. You will be responsible for the payment of any applicable excess. You will only be responsible for payment of the VAT element if you are VAT registered. You will be invoiced accordingly.

What we will need

If your property is lost, damaged or stolen, to consider the claim we will typically need:

• Proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
• Any available photographs, taken before and after the event, showing the property would be useful.
• If you are not using our replacement service we will also need:
  i at least two estimates for the replacement of lost, damaged or stolen items
  ii if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the damage.

For some types of claim we may require the following:

• Copies of your trading accounts and Construction Industry Scheme (CIS) returns.
• Medical reports or similar evidence.
• Customer disclaimers (treatment risk cover).
• Evidence of bona-fide subcontractors’ own public liability insurance.
Legal and business helpline services

As an Ageas policyholder with a current policy, you are automatically entitled to the following helpline services.

To help us to check and improve our service standards, calls are recorded.

**Business legal advice – 0345 122 8931**
This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems under the laws of the countries of Europe.

**UK tax advice – 0345 122 8931**
This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters under the laws of England, Scotland, Wales and Northern Ireland.

**Redundancy approval – 0345 322 0176**
This service is available between 9.00am and 5.00pm on weekdays (except bank holidays) to provide specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. If you opt to use this service a charge will be payable by you.

**Confidential counselling helpline – 0345 122 8934**
This helpline is available 24 hours per day, 365 days a year for an employee (including family members permanently living with them) needing confidential help and advice. Our qualified counsellors are available to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement. Due to their sensitivity, counselling calls are not recorded.

**Business emergency assistance – 0345 122 8935**
This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes damage to the premises or creates a health and safety hazard. We will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility, although if the damage is insured you will be able to make a claim for repair of the damage.

Please do not phone the helpline service numbers to report an insurance claim.

The helpline services are provided on our behalf but not by us. We take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of us and the helpline service provider.
What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way this policy was sold to you, please contact your agent to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

• tell you what we have done to resolve the problem; or
• acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter. We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:

• you have an annual turnover of less than EUR 2 million and fewer than 10 employees, and
• if for any reason you are still dissatisfied with our final response, or
• if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you’ve tried to resolve it with us.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal proceedings.
Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk.
Data Protection Notice

Please read this notice carefully as it contains important information about our use of personal information.

In this notice, we and us and our mean Ageas Insurance Limited and you and your mean you and your as defined in the Definitions section of the policy wording. Personal information means any information we have about you and the other people insured under your policy such as any director, officer, partner or employee of your business or any other person connected with your business.

Please note that if you give us false or inaccurate information this could give us the right to avoid your insurance policy or it could impact your ability to claim.

Sensitive information
Some of the personal information that we ask you to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. We need to use sensitive personal data to provide you with quotes, arrange and manage your policy and to provide the services described in your policy documents (such as dealing with claims).

How we use personal information
We are part of the Ageas group of companies. We may share personal information with other companies in the group for any of the purposes set out in this notice. If you want to know more about the Ageas group please go to www.ageas.co.uk.

We will use personal information to arrange and manage your insurance policy, including handling underwriting and claims and issuing renewal documents and information to you or your agent. We will also use personal information to assess your insurance application and provide information to credit reference agencies.

We may research, collect and use data about you from publically available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies.

We will share personal information with others:
• if we need to do this to manage your policy with us including settling claims;
• for underwriting purposes, such as assessing your application and arranging your policy;
• for management information purposes;
• to prevent or detect crime, including fraud (see below);
• if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); and/or
• if you have given us permission.

You can ask for further information about our use of personal information. If you require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime
We may use personal information to prevent crime. In order to prevent and detect crime we may:
• check personal information against our own databases;
• share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, we will share your relevant personal information with them. The information we share may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by us by writing to our Data Protection Officer at the address set out below; and/or
• share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. We may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf
To help you manage your insurance policy, subject to answering security questions, we will deal with you or any director, officer, partner or employee of your business or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy.

Marketing
We may use personal information and information about your use of our products and services to carry out research and analysis.

We will only use personal information to market our products and services to you if you agree to this.
Data Protection Notice - continued

**Monitoring and recording**
*We* may record or monitor calls for training purposes, to improve the quality of *our* service and to prevent and detect fraud. *We* may also use CCTV recording equipment in and around *our* premises.

**Further information**
*You* are entitled to receive a copy of any personal information *we* hold about *you*. If *you* would like to receive a copy, or if *you* would like further information on, or wish to complain about, the way that *we* use personal information, please write to:

Data Protection Officer  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

giving *your* name, address and insurance policy number.  
*We* may charge *you* a small fee for this.  

If *we* change the way that *we* use personal information, *we* will write to *you* to let *you* know. If *you* do not agree to that change in use, *you* must let *us* know as soon as possible.

*You* have the right to complain to the Information Commissioner’s Office at any time if *you* object to the way *we* use your personal information. For more information please go to www.ico.org.uk.
Definitions

Words which appear in bold within this policy will have the meaning defined below. The Legal Expenses Section has its own set of definitions within the Business Legal Guard policy wording.

Agent
A person or company who advises you on insurance and represents you and acts on your behalf when arranging insurance policies.

Bodily injury
Physical injury to the body caused by accidental, external, violent and visible means or exposure to the elements.

Business
The business as shown on the schedule including:
   a the ownership, repair and maintenance of the premises
   b the provision of fire and security services at the premises
   c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
   d the performance of private work undertaken by employees for you, or with your consent, for any director, partner or senior executive of yours
   e participation in exhibitions, trade shows and conferences.

Business Contents
   a machinery, plant, equipment, trade utensils, tools, implements, fixtures and fittings
   b patterns, models, moulds, plans and designs
   c computer records, documents, manuscripts and business books but only for the cost of the materials and clerical labour expended in their reproduction or restoration if more economical and for an amount not exceeding £5,000 or the business contents sum insured whichever is lower
   d tenants’ improvements
   e computer equipment together with other peripheral devices which are designed to be used in conjunction with such equipment for an amount not exceeding £5,000 or the business contents sum insured whichever is lower used for the purposes of the business, owned by you, a director or partner or for which you or they are responsible excluding:
      i landlord’s fixtures and fittings
      ii glass, blinds and signs
      iii money
      iv stock.

Claimants’ Costs and Expenses
The costs incurred by someone making a claim against you which you are legally liable to pay.

Consequential Loss
Consequential or indirect loss (that is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which you are insured). This includes but is not limited to the following:
   a loss of revenue
   b loss of earnings
   c additional travel costs
   d loss assessor fees
   e the cost of preparing a claim
   f compensation for stress or inconvenience.

Contract
Any contract or agreement entered into by you with a principal for the purpose of carrying out work in connection with the business.

Contract Price
The sum agreed between you and the principal prior to commencement of the works as payment for completion of the contract works, or where there is no principal, the cost to you of the contract works.

Contract Works
The permanent and temporary works carried out or to be carried out under any contract including materials for incorporation therein to the extent that you are responsible under the contract.

Damage
Loss, destruction or damage.

Data
Information represented or stored electronically including but not limited to code, or series of instructions, operating systems, software, programs and firmware.

Deferment Period
The number of consecutive days as shown on the schedule following bodily injury in which no benefit is payable.
Definitions - continued

Defined Peril
- Fire
- Lightning
- Explosion
- Riot, civil commotion, labour or political disturbances
- Damage by malicious persons
- Earthquake or subterranean fire
- Impact by:
  - Aircraft and other flying objects or articles dropped from them
  - Road vehicles, trains or trams
  - Animals or birds
  - Falling aerials, masts or satellite dishes
  - Falling trees and branches
- Storm
- Flood
- Escape of water from any water, drainage or heating system
- Escape of oil from any fixed oil fired heating installation.

Denial of Service Attack
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excessive traffic into network addresses, the exploitation of system or network weaknesses and the generation of excessive or non-genuine traffic between and amongst networks.

Director
A director of you where you are a limited company.

Employee
Any:
- Person under a contract of service or apprenticeship with you
- Prospective employee who is being assessed as to their suitability for employment
- Labour master (or labour only subcontractor) or person supplied by them
- Self-employed person used for labour only
- Person hired or borrowed by you from another employer including agency workers
- Volunteer or voluntary worker
- Trainee or person undertaking work for you under a work experience placement whilst engaged by you in the course of the business and under your direct control or supervision.

Europe
The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

Excess
The first amount of a claim you must pay.

Existing Structures
Any property which, prior to the commencement of any contract or speculative development, forms or has formed part of any structure at the contract site.

Gross Income
The money paid or payable to you for work done and services provided by you in the course of the business less the cost of consumable goods.

Hacking
Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, whether owned by you or not.

Hired-in Plant and Equipment
Contractors plant, machinery and equipment including site huts or other temporary site buildings and contents therein (excluding tools or own plant and equipment) hired-in by you for use in connection with the contract to the extent that you are responsible under the hire agreement. Hired-in plant and equipment is deemed to exclude plant and equipment that is the subject of a leasing or hire purchase agreement between you and a lessor or hire purchase company.

Increase in Cost of Working
The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period.

Indemnity Period
The period beginning with the occurrence of the damage and ending not later than the last day of the maximum indemnity period shown on the schedule during which the results of the business shall be adversely or positively affected in consequence of the damage.

Injury
Bodily injury, death, illness or disease.

Insured Person
A person included in a group of persons shown on the schedule under the Personal Accident Section but excluding any temporary employee, labour only subcontractor, volunteer or voluntary worker or person undertaking work for you under a work experience placement.

In Transit
- Being loaded on or into a vehicle
- Being carried by a vehicle
- Contained in or on a vehicle whilst parked or stationary during transit for a period not exceeding 24 consecutive hours
- Kept within a securely locked building during transit for a period not exceeding 24 consecutive hours
- Being unloaded off or from a vehicle but not including positioning, installation, commissioning or erection subsequent to unloading.

Maintenance Period
The period specified in the contract during which you are responsible for rectifying defects arising from the contract works.
Money
Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and VAT purchase invoices belonging to you or for which you are responsible and pertaining to the business.

Operative Time
The period of time as shown on the schedule during which an insured person is covered by the Personal Accident Section.

Outstanding Debit Balances
The total amount of the outstanding debit balances in customers’ credit accounts including hire purchase and credit sales accounts at the date of the damage adjusted for bad debts.

Own Plant and Equipment
Contractors plant, machinery, equipment including site huts or other temporary site buildings and contents therein (excluding tools or hired-in plant and equipment) owned by you and for use in connection with the contract. Own plant and equipment is deemed to include plant and equipment that is the subject of a leasing or hire purchase agreement between you and a lessor or hire purchase company.

Partner
A partner of you where you are a partnership or a member of you where you are a limited liability partnership but not any member also deemed to be in your employment.

Period of Insurance
The period of time this policy is effective as shown on the schedule or until this policy is cancelled. Each renewal represents the start of a new period of insurance.

Policy
This policy is made up of a number of documents. These documents are:

- a the policy wording
- b the Business Legal Guard policy wording if legal expenses are insured
- c the schedule
- d the endorsements
- e the statement of fact or proposal form.

Polluting or Contaminating Substance
Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all injury or damage directly or indirectly caused by such pollution or contamination arising from any polluting or contaminating substance.

Portable Hand Tools
A tool, either manual or power driven:

- a that is designed so that the entire tool (other than any power supply lead, hose or cable) is held and applied to the work by hand whilst in use and
- b that is capable of being carried by one person without assistance of any kind excluding any generator, compressor or similar power supply equipment required to operate such tool.

Practical Completion
Contract works which are:

- a completed or
- b complete except for the prospective purchasers’ or tenants’ choice of decorations or fixtures and fittings.

Premises
The buildings and the land inside the boundaries of the risk address shown on the schedule that are occupied or used by you in connection with the business but not where the address shown is a postal address only.

Principal
Any person, firm, company, ministry or authority for whom you undertake work or provide products supplied under a contract or agreement in the course of the business.

Products Supplied
Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by you in the course of the business.

Property
Material property which shall not include data.

Schedule
The document that shows:

- a your name and address
- b the business
- c the period of insurance
- d the sections of this policy which are operative
- e the excesses which apply
- f the premium you must pay
- g the property that is insured
- h the limits of indemnity, sums insured and indemnity periods
- i details of any extensions or endorsements to the cover.

Secure Compound
An area that is fully enclosed by a secure perimeter wall or fence and securely locked gates.
Definitions - continued

**Standard Gross Income**
The gross income during the 12 month period immediately before the date of the damage which corresponds with the indemnity period adjusted to provide for trends, variations or special circumstances affecting the business either before or after the occurrence of damage or which would have affected the business had the damage not occurred, so that the figure represents as near as practicable the results which but for the damage would have been obtained during the relative period after the damage.

**Stock**
Stock in trade including raw materials, work in progress and finished goods, owned by you or held in trust by you.

**System**
Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment.

**Territorial Limits**
For the Material Damage, Business Interruption and Contractors All Risks Sections
England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

For the Tools All Risks and Stock in Transit Section
a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
b Europe but only in connection with temporary work where the duration does not exceed six months during the period of insurance.

For the Liability Section
a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
b Elsewhere in the world but only in respect of:
   i temporary work as allowed by the Temporary Work Overseas extensions to the section
   ii temporary visits as allowed by the Overseas Personal Liability extension to the Public and Products Liability sub-section.

For the Personal Accident Section
a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
b Elsewhere in the world but only in respect of temporary work as allowed by the Temporary Work Overseas extension to the section.

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

**Tools**
a portable hand tools
b ladders or steps
c portable office equipment
d laptops, palm tops, notebooks, personal digital assistants (PDAs) or other hand held computers together with other peripheral devices which are designed to be carried and used in conjunction with such equipment
e mobile telephones
f portable photographic or videographic equipment together with other peripheral devices which are designed to be carried and used in conjunction with such equipment
g hand held satellite navigation, surveying, diagnostic or measuring devices
used for the purposes of the business, owned by you or a director, partner or a direct, permanent employee, or for which you or they are responsible.

**Turnover**
The money paid or payable to you for products supplied and services provided in the course of the business.

**Unoccupied**
A building that is:
a empty or
b not in use for more than 30 consecutive days.

**Vehicle**
A mechanically propelled conveyance with or without attached trailers.

**Virus**
Computer viruses or worms, trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self replication or not.

**We, Our, Us**
Ageas Insurance Limited.

**You, Your**
The person, persons or corporate body named on the schedule as the Insured including subsidiary companies notified by you and accepted by us.

**Your Costs and Expenses**
a costs and expenses incurred with our consent in defending any claim
b costs incurred with our consent for solicitors’ fees for representation at any coroner’s court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within Europe) in respect of any occurrence which may be the subject of indemnity under the Liability Section
c legal costs incurred with our consent for defending a charge of manslaughter or any equivalent charge or a breach of health and safety at work, data protection, food safety or consumer protection legislation.
These exclusions apply to the whole policy. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

1 Radioactive Contamination
With the exception of Sub-Section B – Employers’ Liability of the Liability Section, this policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to by or arising from:

a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

2 War
With the exception of Sub-Section B – Employers’ Liability of the Liability Section, this policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to by or arising from:

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

3 Northern Ireland
This policy does not cover any damage to any property in Northern Ireland directly or indirectly caused by, contributed to by or arising from riot, civil commotion and (except in respect of accidental damage or loss of gross income or increase in cost of working by fire or explosion) labour disturbances or malicious persons.

4 Terrorism
This policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to by or arising from:

a terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
b any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism except as provided by Sub-Section A – Public and Products Liability and Sub-Section B – Employers’ Liability of the Liability Section of this policy.

In any action, suit or other proceedings, where we allege that by reason of the provisions of this exclusion any damage, injury or liability is not covered by this policy, the burden of proving that such damage, injury or liability is covered shall be upon you.

5 Electronic Risks
This policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to by or arising from:

a damage to any system or item which processes, stores, transmits, retrieves or receives data whether owned by you or not and whether tangible or intangible (including any data or information or programs or software) where such damage is caused by programming or operating error by any person, acts of malicious persons, virus, hacking, denial of service attack or failure of any external network
b the erasure, loss, distortion or corruption of data or unauthorised access to or modification of data or information on systems or other records, programs or software
c any misinterpretation, use or misuse of data or information on systems or other records or software
d unauthorised transmission of data to any third party, or transmission of any virus
e damage to any other property directly or indirectly caused by or arising from damage described in a, b, c or d of this exclusion but this shall not exclude accidental damage or loss of gross income which results from a defined peril which is not otherwise excluded for business contents except for acts of malicious persons which do not involve physical force or violence.

6 Pollution
(Not applicable to the Employers’ Liability, Legal Expenses or Personal Accident Sections)

This policy does not cover any damage or liability directly or indirectly caused by, contributed to by or arising from pollution or contamination except for (unless otherwise excluded):

a damage to the property insured caused by:
   i pollution or contamination which itself results from a defined peril
   ii a defined peril which itself results from pollution or contamination
b any cover provided under the Liability Section of this policy where the damage is shown to come within the exception to Exclusion 6 – Pollution of the exclusions to Sub-Section A – Public and Products Liability of the Liability Section.

7 Territorial Limits
This policy does not cover any damage, injury or liability occurring outside the territorial limits.
8 Asbestos
This policy does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

a such activity does not form part of your usual business
b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops

c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers’ and public liability insurance in force for limits no less than those stated on your own such policies and that such work is not excluded by the contractor’s own employers’ and public liability policy.
General Conditions

These conditions apply to the whole policy. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

1 Misrepresentation
You must make a fair presentation of the risk to us. This means you must disclose at inception or variation to this policy and prior to each renewal every material circumstance which you know or ought to know and not make misrepresentations to us. If you do not make a fair presentation to us, we can:

a) avoid this policy from inception or renewal if we would not have issued it or continued it knowing the true situation
b) avoid a variation to this policy if we would not have accepted it had we known the true situation
c) alter the terms of this policy from the date the non-disclosure or misrepresentation was made to those we would have applied had we known the true situation
d) reduce the payment for a claim

e) cancel this policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

2 Fraud
We will not pay for any claim that is deliberately exaggerated or where you or anyone acting for you uses, or attempts to use, fraudulent means to obtain benefits under this policy. If you or they do, or attempt to:

a) we will cancel this policy from the date of the fraudulent act

b) we will not refund any premiums

c) all benefit under this policy shall be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

3 Your Cancellation Rights
During the first period of insurance, you have the right to cancel this policy within 14 days of:

i) receipt of the policy wording and schedule, or

ii) the inception date of this policy

whichever is the later, by writing to us or alternatively by contacting your agent to confirm cancellation. Cancellation will take effect from the date that we or your agent receives your cancellation instructions. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim.

You may cancel this policy at any other time by writing to us or alternatively by contacting your agent to confirm cancellation. You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no claim has been made during the period of insurance in which the cancellation is to take effect. If a claim has been made, we will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

i) there has been an incident known to you which may give rise to a claim or

ii) the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid.

4 Our Cancellation Rights
The cover provided by this policy shall automatically cease from the date that:

a) a liquidator, administrator or insolvency practitioner is appointed to administer the business

b) the business is permanently discontinued

c) your interest ceases other than as a result of your death unless we agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, we also have the right to cancel this policy at any other time by sending 14 days’ notice in writing to your last known address. Reasons for cancellation under this condition may include but are not limited to:

a) a change to the risk which makes it one we would not normally accept

b) you failing to co-operate with or provide information to us which affects our ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no claim has been made during the period of insurance in which the cancellation is to take effect. If a claim has been made, we will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

i) there has been an incident known to you which may give rise to a claim, or

ii) the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid.

5 Renewal
We are not bound to offer renewal of this policy.
6 Law Applicable to the Policy
This policy will be governed by English Law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

7 Language
The contractual terms, conditions, exclusions and other information relating to this policy will be in the English language.

8 Contracts (Rights of Third Parties Act) 1999
Except as provided by General Condition 10 – Personal Representatives, no party to this policy intends that any term of this policy should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this policy.

9 Reasonable Precautions
You shall take all reasonable care:
   a for the safety of the property insured
   b to prevent accidents or disease
   c to comply with all statutory obligations and regulations imposed by any authority
   d to prevent the sale or supply of goods which are defective in any way.

10 Personal Representatives
In the event of the death of any party entitled to indemnity under this policy, we will cover the deceased’s personal representatives in respect of legal liability to pay your costs and expenses, claimants’ costs and expenses and damages previously incurred by the deceased in respect of accidental:
   a injury or
   b damage to property
provided that:
   i the personal representatives comply with and are subject to the terms and conditions of this policy to the extent that these can apply
   ii the conduct and control of claims is vested in us
   iii where more than one party is entitled to indemnity under this condition, our total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the schedule.
Claims Conditions

These conditions apply to the whole policy unless otherwise stated.

1 Claims Procedure - Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

a You must not negotiate or settle any claims made against you by anyone else or admit or deny responsibility for any incident involving injury to others or damage to their property unless we agree otherwise in writing.

b You must:

i on discovery of any damage by theft or attempted theft or by malicious persons or loss of money give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to us.

ii notify us within seven days of any damage by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this policy must be reported to us and full written particulars of the loss supplied as soon as possible after the event at your expense.

iii immediately send us unanswered and unacknowledged any letter or notice received alleging that you or anyone working for you is responsible for causing an injury to any person or damage to any property. You must also send us unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell us of any pending prosecution, coroner’s inquest or fatal accident inquiry and give us full details of any verbal claims made against you.

iv take immediate action to minimise loss, prevent further damage, injury or bodily injury and avoid interruption or interference with the business.

v keep all damaged property until we give permission to dispose of it.

vi provide at your expense all information and assistance as we may reasonably require.

vii provide, if we require, a statutory declaration of the truth of the claim.

2 Claims Procedure - Our Rights

We shall:

a be allowed by you to enter the premises where damage has occurred and take and keep possession of any property insured.

b not accept any property being abandoned to us.

c have complete control of any proceedings and the settlement of any claim.

3 Subrogation

Before or after any payment is made by us, we can at our option:

a negotiate, defend or settle, in your name and on your behalf, any claims made against you.

b take legal action in your name but for our benefit to get back any payment we have made under this policy.

4 Contribution

(Not applicable to the Liability or Personal Accident Sections)

If you have any other insurance policies that cover the same damage or liability as this policy, we will only pay our share of any claim.

5 Arbitration

(Not applicable to the Liability Section)

If we agree to pay your claim, but you disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by you and us in accordance with the Arbitration Act. You may not take legal action against us over this disagreement until the arbitrators have made their decision.

6 Discharge of Liability

(Applicable to the Liability Section only)

We may, at any time, pay you in connection with any claim or series of claims:

a the amount of the limit of indemnity.

b any lower amount for which such claim or claims can be settled.

c less any sum or sums already paid as damages, claimants’ costs and expenses and your costs and expenses.

On payment, we shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of claimants’ costs and expenses and your costs and expenses incurred prior to the date of such payment.

7 Automatic Reinstatement

(Not applicable to the Liability Section, Personal Accident Section or Sub-Section B – Money of the Material Damage Section)

Upon notification of a claim to us, unless we or you give written notice to the contrary, the sums insured shall be reinstated to their full amount provided that:

a you shall pay the appropriate additional premium from the date of the loss to the expiry of the period of insurance if we request the additional premium.

b the total of the amounts reinstated during any one period of insurance shall not exceed the sum insured shown on the schedule.
Liability Section

Sub-Section A – Public and Products Liability

The cover described below is only operative if shown as insured on the schedule.

Cover

Public Liability
We will pay the amount of damages and claimants’ costs and expenses which you become legally liable to pay in respect of accidental:

- injury
- damage to property
- obstruction, trespass, nuisance or interference with any right of way, light, air or water occurring during the period of insurance and arising in the course of the business and within the territorial limits.

We will pay your costs and expenses in addition.

Products Liability
We will pay the amount of damages and claimants’ costs and expenses which you become legally liable to pay in respect of accidental:

- injury
- damage to property
- obstruction, trespass, nuisance or interference with any right of way, light, air or water occurring during the period of insurance and arising out of products supplied in the course of the business in or from England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

We will pay your costs and expenses in addition.

Limit of Indemnity
The maximum amount we will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause shall not exceed:

- a in respect of an act of terrorism, the terrorism limit of indemnity
- b in respect of an occurrence of pollution or contamination, the pollution limit of indemnity
- c in respect of all claims, other than by an act of terrorism or occurrence of pollution or contamination, the public and products liability limit of indemnity shown on the schedule for this sub-section.

For products liability, the limit of indemnity shown on the schedule is also the maximum amount we will pay during any period of insurance.

Where liability arises out of or in connection with an act of terrorism, our maximum liability including damages, claimants’ costs and expenses and your costs and expenses under this sub-section will not exceed the terrorism limit of indemnity shown on the schedule.

If we allege that by reason of the terrorism limitation any damage, cost or expense is not covered, the burden of proving the contrary shall be upon you.

Where more than one party is entitled to indemnity under this sub-section, our total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the schedule.

Extensions to Sub-Section A – Public and Products Liability
(Subject to the terms, conditions and exclusions of this sub-section, this section and this policy)

1 Contractual Liability
We will cover you in respect of liability assumed under the terms of a contract or agreement provided that liability would also have attached in the absence of such contract or agreement.

We will also cover you in respect of liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement but only to the extent that such liability is otherwise covered by this policy and provided that we shall not be liable for:

- a liquidated damages, fines or penalties
- b damage to property against which you are required to effect insurance under the terms of Clause 6.5.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any revision or successors thereof or any other contract condition requiring insurance of a like kind
- c injury or damage to property arising in connection with the performance of work outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d injury or damage to property caused by any products supplied
- e damage to property forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith
- f any liability or costs arising from a breach of the Data Protection Act 1998.

Cover under this extension is subject to the conduct and control of claims being vested in us.
2 Corporate Manslaughter – Legal Defence Costs
We will pay your costs and expenses and prosecution costs awarded against you incurred in connection with the defence of criminal proceedings brought against you, or any appeal against conviction, in respect of a charge or investigation in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence 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:

a for the payment of fines or penalties
b for costs in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
c for costs arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
d for costs in connection with proceedings for which a claim has been admitted under Sub-Section B - Employers' Liability
e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of you and us, the appeal is more likely to succeed than not
f if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, you also have a claim under any section or sub-section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for your costs and expenses and prosecution costs will be deducted from the total amount payable under this extension.

3 Health and Safety at Work Act 1974 – Legal Defence Costs
We will cover you and, at your request, any director, partner or employee in respect of your costs and expenses incurred in the defence of a prosecution and prosecution costs awarded against you, including an appeal against a conviction brought for a breach of:

a the Health and Safety at Work Act 1974
b the Health and Safety at Work (Northern Ireland) Order 1978

given that:

a the offence under such legislation:
i is alleged to have been committed during the period of insurance in connection with the business and
ii does not relate to the health safety and welfare of an employee
b we shall not be liable:
i for the payment of fines or penalties
ii for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
iii for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
iv unless each director, partner or employee to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
v if an indemnity is provided by any other insurance.

4 Food Safety Act 1990 – Legal Defence Costs
We will cover you and, at your request, any director, partner or employee for your costs and expenses and prosecution costs awarded against you in respect of the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Food Safety Act 1990 committed during the period of insurance in connection with the business provided that we shall not be liable:

a for the payment of fines or penalties
b for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
c for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
d unless each director, partner or employee to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
e if an indemnity is provided by any other insurance.

5 Consumer Protection Act 1987 – Legal Defence Costs
We will cover you and, at your request, any director, partner or employee in respect of your costs and expenses and prosecution costs awarded against you in the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Consumer Protection Act 1987 committed, or alleged to have been committed, during the period of insurance in connection with the business provided that we shall not be liable:

a for the payment of fines or penalties
b for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
c for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

d unless each director, partner or employee to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
e if an indemnity is provided by any other insurance.

6 Data Protection Act 1998
We will pay:

a the amount of compensation which you become legally liable to pay in respect of damage or distress under the provisions of Section 13, and
b for defence costs and prosecution costs awarded against you in respect of a prosecution under Section 60 of the Data Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the period of insurance and in the course of the business and you being registered in accordance with the requirements of the Data Protection Act 1984, or in the process of applying for such registration, which has not been refused or withdrawn provided that we shall not be liable:
i for the payment of fines or penalties
ii for any deliberate act or omission by you or any director, partner or employee from which you or they could have reasonably expected liability or costs to attach
iii for liability, defence or prosecution costs arising from recording, processing or provision of data for reward
Liability Section - continued

iv for liability, defence or prosecution costs arising from determining the financial status of a person
v for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
vii if an indemnity is provided by any other insurance.

7 Defective Premises Act 1972
We will cover you in respect of legal liability incurred by you during the period of insurance for accidental:

a injury or
damage arising solely by reason of:

i Section 3 of the Defective Premises Act 1972 or
ii Section 5 of the Defective Premises (Northern Ireland) Order 1975
in connection with premises which were owned by you in connection with the business but have been disposed of by you provided that we shall not be liable:
i for the cost of remedying any defect or alleged defect in the premises
ii if you are entitled to indemnity from any other source.

8 Leased, Hired or Rent Premises
We will cover you in respect of legal liability incurred by you as a tenant of premises you lease, rent or hire for the purpose of the business within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

a accidental damage to buildings including any landlord’s fixtures and fittings
b reinstatement or repair of accidental damage to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by you in connection with the business but excluding consequential loss of any kind or description provided that we shall not be liable for liability attaching to you solely by the terms of the tenancy or any other agreement.

9 Motor Contingent Liability
We will cover you in respect of legal liability incurred by you for accidental:

a injury or
damage to property arising out of the use of any motor vehicle in the course of the business provided that we shall not be liable:
i for any vehicle owned or provided by you or any principal for whom you are working or any subcontractor acting for you or on your behalf
ii for damage to such vehicle or to goods conveyed in or on it
iii for any vehicle being driven by any person you or your representative know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
iv where indemnity is provided under any other insurance or security
v for liability arising outside Europe
vi to provide cover in respect of any party other than you.

10 Wrongful Arrest
We will pay for all sums which you become legally liable to pay in respect of your costs and expenses, claimants’ costs and expenses and damages awarded against you or any director or partner as a result of charges of wrongful arrest or malicious prosecution being brought against you or any director or partner provided that:

a the person subjected to wrongful arrest or malicious prosecution is not an employee
b such charges are brought in connection with the business during the period of insurance.

11 Overseas Personal Liability
We will cover you or any director, partner or employee or any member of their family accompanying them in respect of legal liability incurred in a personal capacity arising out of accidental:

a injury to any person
b damage to property occurring during the period of insurance during visits of less than six months duration in connection with the business to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:

i the conduct and control of all claims is vested in us
ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
iii our total liability will not exceed the Public and Products Liability limit of indemnity shown on the schedule.

We will not pay for:

a for liability arising from or in connection with:

i any business, profession or trade
ii the ownership or occupation of land or buildings
iii the ownership, possession or use of:

- mechanically propelled vehicles and anything attached to them
- craft intended to travel through air or space
- hovercraft and watercraft (other than non mechanically propelled craft less than nine metres in length used on inland waters)
- animals (other than pet domestic animals)

iv property held in trust
v injury to any director, partner or employee or family member accompanying them
b liability more specifically insured
c liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

12 Temporary Occupation of Buildings
Where buildings are temporarily occupied by you for the purpose of carrying out work in connection with the business, we will cover you in respect of legal liability incurred by you for accidental damage to such buildings or their contents occurring during your occupancy provided that:

a such buildings are not owned, leased, hired or rented by you or any subcontractor acting for or on your behalf
b such buildings or contents do not form part of the contract works
c such building is not situated outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
d  we are not liable for damage that is the result of the work being tundertaken.

13 Temporary Work Overseas
In respect of work undertaken in connection with the business by you or any director, partner or employee normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, we will cover you in respect of liability incurred by you for accidental:
   a  injury or
   b  damage to property
arising from work undertaken elsewhere in the world provided that:
   i  the duration of such work does not exceed six months during the period of insurance
   ii any work outside Europe consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences.

Exclusions to Sub-Section A - Public and Products Liability

1 Excess
We will not pay for the amount of the excess shown on the schedule.

2 High Risk Applications
We will not pay for liability arising from or in connection with any products supplied known by you or any director, partner or employee to be used in connection with aircraft, hovercraft, aerial devices, watercraft, drilling platforms or rigs, motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.

3 Products Supplied
We will not pay for liability arising from or in connection with any products supplied:
   a  whilst they are in the custody or control of you or any director, partner or employee in respect of Products Liability cover
   b  after they have ceased to be in the custody or control of you or any director, partner or employee in respect of Public Liability cover.

4 Employees
We will not pay for liability for injury sustained by any employee arising out of and in the course of their employment by you.

5 Vehicles
We will not pay for liability arising from or in connection with the ownership, possession or use by you or on your behalf of:
   a  any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if you are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
   b  aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft other than hand propelled watercraft, railways, railway locomotives and carriages.

6 Pollution
We will not pay for liability directly or indirectly arising from or in connection with pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Our total liability for all pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed the pollution limit of indemnity shown on the schedule.

7 Defective Work
We will not pay for the cost of making good, replacing or reinstating defective work carried out by you or on your behalf.

8 North America
We will not pay for liability arising from or in connection with products supplied known by you or a director, partner or employee to be supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada.

9 Design, Advice or Treatment
We will not pay for liability arising:
   a  from the defective design, plan, formula or specification of products supplied if it is given for a fee or if a fee would normally be charged for it
   b  out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
   c  out of treatment given or administered by you or any director, partner or employee except for any treatments that have been specifically noted as being insured by endorsement to the schedule
   d  from a failure to give advice or treatment or any lack of professional skill.

10 Property in Your Possession
We will not pay for damage to:
   a  property belonging to you
   b  property held in trust or in the custody or control of you or any director, partner or employee
   c  but this exclusion shall not apply to:
      i  any personal property (including motor vehicles) of any director, partner, employee or visitor of yours
      ii  leased, hired or rented premises as provided by Extension 7 – Defective Premises Act 1972 of this sub-section
      iii  buildings temporarily occupied by you as provided by Extension 12 – Temporary Occupation of Buildings of this sub-section.

11 Property Worked On
We will not pay for liability in respect of damage to property worked on where the damage is as a direct result of the work undertaken.

12 Recall Costs
We will not pay for the costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any products supplied.
Liability Section - continued

13 Excluded Compensation
We will not pay for:

a. liquidated damages, fines or penalties
b. exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish you).

14 Jurisdiction
We will not pay for any claim made in the courts of a country outside Europe.

Conditions Precedent to Liability - Sub-Section A - Public and Products Liability

1 Bona-fide Subcontractors
It is a condition precedent to our liability that:

a. where work is undertaken for or on your behalf by any bona-fide subcontractor you must, prior to their engagement on each and every occasion during the period of insurance, ensure that each bona-fide subcontractor holds public liability insurance that:
   i. is appropriate to the work to be carried out, and
   ii. has a period of insurance that is adequate to provide public liability cover for the duration of the works undertaken by them for or on your behalf, and
   iii. has a limit of indemnity which is not less than the limit under Sub-Section A - Public and Products Liability of this policy

b. in the event of an occurrence giving rise to a claim in relation to work carried out by any bona-fide subcontractor, if we so request, you shall provide us with documentary evidence of the public liability insurance held by such bona-fide subcontractor at the time of their engagement to undertake the work

c. annual payments to bona-fide subcontractors must not exceed 25% of your annual turnover.

2 Application or Use of Heat on Contract Sites
The application or use of heat on contract sites by you is permitted under this policy unless specifically excluded by endorsement to the schedule.

Where the application or use of heat is permitted, it is a condition precedent to our liability that the following procedures are complied with:

1 Before starting work:
   a. employees on each contract site shall be made aware of the location of the site’s fire alarms and fire fighting equipment
   b. you, a director, partner or employee shall inspect all property in the vicinity including, so far as practicable, the area on the other side of any wall or partition to ensure that no combustible material is in danger of ignition either directly or by conducted heat. A record of such inspections must be retained by you.
   c. the area shall be cleared of all moveable combustible materials to a distance no less than:
      i. 10 metres from the point of use of electric, oxy-acetylene or similar welding or cutting equipment or grinding or cutting wheels and discs

   ii. 1 metre from the point of use of blow torches, blow lamps, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters.

If combustible materials cannot be removed from the areas specified in 1c, i and ii of this condition they must be covered and fully protected by overlapping sheets or screens of non-combustible material.

2 During the progress of work:
   a. the work will be carried out only by or under the supervision of trained personnel
   b. suitable fire extinguishing appliances will be kept available for immediate use at the scenes of the operations
   c. the lighting of all equipment shall be carried out strictly in accordance with the manufacturer’s instructions and no piece of lighted equipment shall be left unattended by you, a director, partner or employee
   d. gas cylinders not required for immediate use shall be kept outside any building in which the work is taking place or, where work is in the open, shall be removed beyond the areas specified in 1c, i and ii of this condition.

3 After ceasing work:
   You, a director, partner or employee shall undertake a thorough inspection of:
   a. the area within the distances specified in 1c, i and ii of this condition
   b. in so far as is practicable, the area on the other side of any wall or partition to ensure that there is no risk of fire.

A record of such inspections must be retained by you.

4 Welding or Cutting Equipment
Whenever electric, oxy-acetylene or similar welding or cutting equipment, grinding or cutting wheels or discs are used you will arrange for trained personnel to supervise the progress of work and to remain in attendance at all times until the work ceases and all lighted flame equipment is extinguished.

5 Irons
All electric soldering, carpet seaming or aspirated irons must be thermostatically controlled and whenever they are switched on or hot they must be continually attended by you, a director, partner or employee.

6 Heating of Bitumen and Similar Products
Whenever asphalt, bitumen, tar or pitch heaters are used they must be sited in the open (but not on rooftops) and continually attended by you, a director, partner or employee for the duration of their use.

For the purposes of this condition, the application or use of heat is deemed to be the use of blow torches, blow lamps, electric, oxy-acetylene or similar welding or flame cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters, grinding or cutting wheels or discs, electric soldering or carpet seaming or aspirated irons.

Sub-Section B – Employers’ Liability
The cover described below is only operative if shown as insured on the schedule.

Cover
We will pay the amount of damages and claimants’ costs and expenses which you become legally liable to pay in respect of accidental injury sustained by any employee caused during the period of insurance, arising out of and in
the course of their engagement by you for the purposes of the business and happening within the territorial limits.

We will also pay your costs and expenses.

Limit of Indemnity
The maximum amount we will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, claimants’ costs and expenses and your costs and expenses shall not exceed:

a in respect of an act of terrorism the terrorism limit of indemnity
b in respect of other claims the employers’ liability limit of indemnity

shown on the schedule.

If we allege that by reason of the terrorism limitation any injury, cost or expense is not covered, the burden of proving the contrary shall be upon you.

Where more than one party is entitled to indemnity under this sub-section, our total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the schedule.

Extensions to Sub-Section B - Employers’ Liability
(Subject to the terms, conditions and exclusions of this sub-section, this section and this policy)

1 Corporate Manslaughter – Legal Defence Costs
We will pay your costs and expenses and prosecution costs awarded against you incurred in connection with the defence of criminal proceedings brought against you, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence 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:

a for the payment of fines or penalties
b for costs in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
c for costs arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
d for costs in connection with proceedings for which a claim has been admitted under Sub-Section A – Public and Products Liability
e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of you and us, the appeal is more likely to succeed than not
f if you are entitled to indemnity under any other insurance.

If, in addition to a claim under this extension, you also have a claim under any section or sub-section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for your costs and expenses and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work Act 1974 – Legal Defence Costs
We will cover you and, at your request, any director, partner or employee, in respect of your costs and expenses incurred in the defence of a prosecution and prosecution costs awarded against you, including an appeal against a conviction brought for a breach of:

a the Health and Safety at Work Act 1974
b the Health and Safety at Work (Northern Ireland) Order 1978 provided that:

a the offence under such legislation is alleged to have been committed during the period of insurance in connection with the business and relates to the health safety and welfare of an employee
b we shall not be liable:
    i for the payment of fines or penalties
    ii for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
    iii for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
    iv unless each director, partner or employee to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
v if an indemnity is provided by any other insurance.

3 Unsatisfied Court Judgments
If a judgment for damages or costs is obtained by an employee or their personal representatives for an injury sustained by the employee within the territorial limits we will, at your request, pay to the employee, or their personal representatives, the amount of such compensation to the extent that it remains unsatisfied provided that:

a the injury is caused during the period of insurance
b the injury arises out of their engagement by you in the course of the business
c the judgment remains unsatisfied in whole or in part six months after the date of such judgment
d the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
e the judgment was against a company, partnership or individual other than you, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
f the judgment is not the subject of an outstanding appeal
g if any payment is made under the terms of this extension the employee or the personal representatives of the employee shall assign the judgment to us.

Our liability shall not exceed the limit of indemnity shown on the schedule for Sub-Section B – Employers’ Liability.

4 Injury to a Working Partner or Proprietor
(This extension is only operative if it is shown as insured on the schedule)
We will regard as an employee any working partner or proprietor of the business who suffers accidental injury provided that:
2 Indemnity to Directors, Partners and Employees
We will at your request treat directors, partners or employees as though they were you in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this policy in so far as they can apply.

3 Cross Liabilities
Where more than one person is shown as the insured on the schedule, this sub-section shall apply separately to each person named in the same way as if a separate sub-section had been issued to each of them.

4 Court Attendance
We will pay you the amounts shown below for each day such persons are required to attend court in connection with a claim for which you are entitled to indemnity under this section.

- You or any director or partner £500
- Any employee £250.

5 Temporary Employees
The cover provided under this section extends to include temporary employees engaged by you in connection with the business provided that:

- Sub-Section B - Employers’ Liability is shown as insured on the schedule
- The number of days worked by all temporary employees as a combined total does not exceed 50 during the period of insurance. Once this 50 day limit is exceeded, any temporary employees must be declared to us in accordance with the Condition Precedent to the Liability Section – Mid-Term Increase in the Number of Workers and no further cover shall be provided under this extension for the remaining period of insurance.

For the purposes of this extension:
- ‘Temporary’ employee means any person engaged by you on a non-permanent basis where your intention is to engage them for a limited period of time only during the period of insurance
- ‘Day’ means any date on which a person undertakes work for you regardless of the number of hours worked by them on that date.

Exclusions to the Liability Section

1 Excluded Locations
We will not pay for liability arising:

- On any work in or on any offshore installation or support vessel
- Travel to, from or between any offshore installation or support vessel
- Work undertaken from an offshore installation or support vessel.

2 Excluded Locations
We will not pay for liability arising from or in connection with any work in or on:

- The cover provided by this sub-section is deemed to be
- The conduct and control of all claims is vested in us
- Our liability shall be limited to only what is required by the contract between you and the principal.

5 Temporary Work Overseas
In respect of work undertaken in connection with the business by any director, partner or employee normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, we will cover you in respect of claims for damage to persons or property or for injury to you or any other person with whom you are normally resident.

- The cover provided under this section extends to include
- The duration of such work does not exceed six months during the period of insurance
- Work outside Europe consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences
- We will not be liable for claims brought in the courts of a country outside Europe.

Exclusions to Sub-Section B - Employers’ Liability

Use of Vehicles
We will not pay for liability for injury for which you are required to arrange insurance or security in accordance with road traffic legislation.

Use of Wood-Working Machinery
We will not pay liability for injury sustained by any employee arising from the use of wood-working machinery driven by steam, gas, water, electricity or other mechanical power including pendulum or swing saws. For the purposes of this exclusion, wood-working machinery shall not include fret-saws, lathes, boring machines, sanding machines or any other mechanically driven portable tools held and applied to the work by hand.

Condition to Sub-Section B - Employers’ Liability
Right of Recovery
The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man 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.

Extensions to the Liability Section
(Subject to the terms, conditions and exclusions of the sub-sections, this section and this policy)

1 Indemnity to Principal
We will, at your request, treat any principal as though they were you in respect of accidental injury arising out of the performance of work by you for the principal provided that:

- You would have been liable if the claim had been made against you
- The principal complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- The conduct and control of all claims is vested in us
- Our liability shall be limited to only what is required by the contract between you and the principal.

2 Excluded Locations
We will not pay for liability arising from or in connection with any work in or on:
3 Excluded Equipment
We will not pay for liability arising from or in connection with the use of cradles or tower cranes.

4 Excluded Activities
We will not pay for liability arising from or in connection with:

a. water diversion, pile driving, underpinning or the use of explosives
b. demolition or partial demolition that:
   i. is not part of a contract for erection, re-construction, alteration or repair by you
   ii. involves buildings or structures exceeding 15 metres in height from ground level
   iii. is undertaken by subcontractors.

Conditions to the Liability Section

Other Insurance
If any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, our liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

Condition Precedent to Liability - Liability Section

Mid-Term Increase in the Number of Workers
This policy premium is based on the total number of persons working in connection with the business (as declared by you) and this number is shown on the schedule. The maximum number of persons allowed under this policy is:

a. 10 during the first period of insurance or
b. 15 during any subsequent period of insurance.

If at any time after the effective date of the period of insurance there is an increase in the number of persons beyond that shown on the schedule, it is a condition precedent to our liability that:

You pay any additional premium due and that you tell us within the following timescales:

1. within 30 days of the date of the increase or
2. if there are less than 30 days remaining in the period of insurance, by the renewal date or
3. on the date of the increase if:
   a. the total number of persons working in connection with the business exceeds the limits specified in 2a or b of this condition or
   b. the Employers’ Liability Sub-Section is not shown as insured on the schedule.

Where 3b applies but separate employers’ liability insurance is in force or an exemption applies, employees must still be included in the additional number of persons declared to us for public and products liability rating purposes and you must tell us within the timescales specified in 1 or 2 of this condition.
Tools All Risks and Stock in Transit Section

The cover described below is only operative if shown as insured on the schedule.

Cover

Tools All Risks
We will pay you for accidental damage to tools occurring during the period of insurance and within the territorial limits.

Basis of Settlement
The basis of settlement of any claim in respect of tools shall be the full cost of replacement as new which shall be:

a. where a tools item is damaged, the repair and restoration of the damaged portion of the tool to a condition substantially the same but not better or more extensive than its condition when new

b. where a tools item is lost, destroyed or damaged beyond repair, its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new.

Stock in Transit
We will pay you for accidental damage to stock occurring during the period of insurance whilst in transit within the territorial limits.

Basis of Settlement
In respect of unsold stock, the amount we will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the damage.

In respect of stock sold, but not delivered, for which you are responsible under the terms of a sale contract, which following damage is cancelled due to the contract conditions either wholly or to the extent of the damage, the settlement of any claim will be based on the contract price.

Maximum Payable
In the event of accidental damage to tools or stock, the maximum amount we will pay in total is the limit per person shown on the schedule multiplied by the total number of persons shown as being insured under this section.

Exclusions to the Tools All Risks and Stock in Transit Section

1 Excess
We will not pay for the amount of the excess shown on the schedule.

2 Excluded Damage
We will not pay for damage:

a. which is not identifiable with a specific event
b. caused by or resulting from:
   i. faults in processing or the insufficiency or unsuitability of packing or preparation
   ii. inherent vice, latent defect, gradual deterioration, wear and tear or frost
   iii. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
   iv. change in temperature, colour, flavour, texture or finish
   v. mechanical or electrical breakdown, failure, breakage or derangement
   vi. disappearance, unexplained or inventory shortage, misfiling or misplacing of information
   vii. depreciation, deterioration or contamination unless caused by fire, theft or attempted theft or collision or overturning of the conveying vehicle.

3 Fraud
We will not pay for damage caused by acts of fraud or dishonesty of any person to whom tools or stock has been entrusted including any collusion.

4 Theft
We will not pay for damage resulting from theft or attempted theft:

a. from a vehicle owned by you or for which you are responsible which does not involve entry to or exit from the vehicle by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passengers of the vehicle

b. from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against you, any director, partner or employee or any other person lawfully present

c. by any director, partner or employee

d. from any garden, yard or open space

e. from an unoccupied building

f. of tools or stock left unattended by you, any director, partner or employee unless stored in:
   i. a locked and secure building or
   ii. a vehicle secured in accordance with the conditions precedent to liability of this section.
5 Leakage and Spillage
We will not pay for damage due to leakage, shortage in weight or spilling unless arising from fire, theft or attempted theft or collision or overturning of the conveying vehicle.

6 Dangerous Goods
We will not pay for damage to or from explosives, firearms, ammunition, gases, flammable substances, radioactive materials, corrosives or any toxic or infectious substances.

7 Vehicles
We will not pay for damage to vehicles or mechanically propelled plant (including their accessories), trailers, caravans, railway locomotives, rolling stock, watercraft, hovercraft, aircraft or fork lift trucks.

8 Open Vehicles
We will not pay for damage due to theft or attempted theft from an open or soft-topped or an open or curtain-sided vehicle when left unattended by you, any director, partner or employee unless the vehicle has been secured in accordance with Condition 1 - Unattended Vehicles of this section and:

a the tools or stock are kept out of sight within the cab section of the vehicle or, where the vehicle is a convertible, the boot or locked glove compartment, or
b the vehicle is stolen at the same time.

9 Excluded Losses
We will not pay for damage due to any delay, loss of market, strikes, reduction in value or consequential loss of any kind.

10 Government or Statutory Authorities
We will not pay for damage due to confiscation, destruction, requisition or detention by order of the government or statutory authority.

11 Courier and Delivery Services
We will not pay for damage to property carried by you or anyone engaged by you for hire or reward.

12 Excluded Property
We will not pay for damage to:

a antiques, furs, jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, money, promissory notes, securities, bonds or deeds
b computer equipment (unless included within the definition of tools)
c any tools that are hired out by you to others
d tools or stock more specifically insured.

13 Animals
We will not pay for loss of or injury to animals.

14 Media
We will not pay for costs incurred by you in recreating or reinstating onto any electronic, magnetic or optical tapes, disks or discs for use in any computer equipment, data that is lost, destroyed or damaged in consequence of damage.

15 Single Item Limit
We will not pay for any one item any amount exceeding the single item limit shown on the schedule.

Conditions Precedent to Liability – Tools All Risks and Stock in Transit Section

1 Unattended Vehicle
Whenever a vehicle containing tools or stock is left unattended by you, any director, partner or employee it is a condition precedent to our liability that:

a all doors, windows, sunroofs or other openings must be securely shut and
b all doors to the vehicle or any other lockable openings (including the boot) must be securely locked and
c any immobiliser and alarm must be set to be fully operational and
d all keys or electronic devices to lock or unlock the vehicle or to operate any other vehicle security equipment or system must be removed from the vehicle.

2 Overnight Vehicle Security
Whenever a vehicle being used for the transport of your tools or stock is left unattended by you, any director, partner or employee it is a condition precedent to our liability that the vehicle is, between 21:00hrs and 06:00hrs, stored in a locked and secure building or a secure compound with the vehicle secured in accordance with Condition 1 - Unattended Vehicles of this section.
Sub-Section A - Contract Works

The cover described below is only operative if shown as insured on the schedule.

Cover

We will pay for accidental damage to the contract works, occurring during the period of insurance whilst on the contract site, at the premises or in transit by road, rail or inland waterway within the territorial limits or, at our option, we will reinstate or replace the contract works in whole or in part.

Basis of Settlement

For contract works, we will pay the value of such works or materials at the time of the damage up to the Maximum Value Any One Contract limit shown on the schedule plus any additional amount shown in Extension 6 - Contract Price Increase to Sub-Section A – Contract Works.

Extensions to Sub-Section A - Contract Works

(Subject to the terms, conditions and exclusions of this sub-section, this section and this policy)

1 Off Site Storage

We will pay for accidental damage to materials for incorporation into contract works whilst temporarily stored away from the contract site but remaining within the territorial limits to the extent that you are responsible under the contract only.

Our liability under this extension shall not exceed 25% of the Maximum Value Any One Contract limit shown on the schedule or £125,000 whichever is lower.

2 Public Authorities

We will cover the extra costs incurred for the:

a reinstatement of the contract works as may be incurred in complying with Building Regulations or local authority or other statutory requirements imposed on you as a result of accidental damage thereto

b upgrading of any undamaged parts of the contract works for an amount not exceeding 15% of the amount that would have been payable if the contract works had been totally destroyed incurred solely by reason of the necessity to comply with any statutory requirements or regulations or public authority byelaw excluding:

i any such cost resulting from a notice served on you prior to the date of the damage

ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the contract works.

The work of reinstatement or upgrading must be completed within 12 months of the date of the damage or such further period as we may in writing during the 12 months allow.

Our liability under this extension, including costs and expenses, shall not exceed the Maximum Value Any One Contract limit shown on the schedule.

3 Expediting Expenses

We will cover the extra costs incurred for overtime, night work, work on weekends or public holidays, additional plant hire charges, express freight, or other transport costs, to expedite reinstatement, replacement or repair of accidental damage to the contract works for which indemnity is being provided by this sub-section and subject to our prior consent.

Our liability under this extension shall not exceed £25,000 in respect of any one loss.

4 Free Issue Materials

Contract works shall include all materials for which you are responsible supplied free of charge for incorporation into contract works insured by this sub-section provided that the value of such materials is included within the Maximum Value Any One Contract limit shown on the schedule.

5 Speculative Development

For the purposes of this extension, the definition of contract works is amended to include the speculative development of private dwellings.

We will pay for accidental damage, occurring after completion, to any private dwellings built by you but not under any contract.

The cover provided by this extension shall cease to apply from:

a the date that such private dwelling is sold, leased or let by you

b 90 days after practical completion

c expiry or non-renewal of this policy or sub-section whichever is the earlier.

Our liability under this extension shall not exceed the Maximum Value Any One Contract limit shown on the schedule.

6 Contract Price Increase

If the final contract price exceeds the Maximum Value Any One Contract limit shown on the schedule, then this value shall be increased to an amount equivalent to the final price of the contract provided that our liability in respect of such increase shall not exceed 20% of the Maximum Value Any One Contract limit.
7 Maintenance Period
Other than in respect of Exclusion 2 – Completed Works to Sub-Section A – Contract Works, we will pay for accidental damage:

a. to the permanent works or part thereof occurring during any maintenance period not exceeding 12 months duration but only in respect of damage arising from a cause occurring prior to the commencement of the maintenance period and for which you are legally liable under the contract.

b. to the permanent works or part thereof caused by you, any director, partner or employee in the course of complying with the terms of the contract in respect of rectifying defects during such maintenance period.

8 Indemnity to Principal
As far as is necessary to meet the requirements of any contract or agreement entered into by you for the performance of work for any principal, we will at your request, treat the principal as though they were you in respect of accidental damage arising out of the performance of such work by you provided that the principal shall comply with and be subject to the terms, conditions and exclusions of this policy in so far as they can apply.

Exclusions to Sub-Section A - Contract Works

1 Defective Works
We will not pay for the cost of repair, replacement or reinstatement of any part of the contract works which is defective in design, plan, specification, materials or workmanship. This exclusion shall not apply in respect of the remainder of the contract works which is free of such defect but is unintentionally damaged as a consequence of such defect.

2 Completed Works
We will not pay for damage to the contract works or any part of them for which a Certificate of Practical Completion has been issued or which have been taken into use or handed over to the employer or purchaser or occurring after the contract works have been completed pending sale other than to the extent stated in respect of:

a. the maintenance period
b. Extension 5 – Speculative Development to Sub-Section A – Contract Works
c. a period of 14 days immediately following the issue of a Certificate of Practical Completion during which, under the conditions of the contract, you remain responsible for such permanent works or part thereof.

3 Existing Structures
We will not pay for damage to existing structures.

Sub-Section B - Own Plant and Equipment
The cover described below is only operative if shown as insured on the schedule.

Cover
We will pay for accidental damage to own plant and equipment occurring during the period of insurance whilst on the contract site, at the premises or in transit by road, rail or inland waterway within the territorial limits.

Basis of Settlement
We will pay you an amount up to the market value at the time of the damage (less a reduction for wear, tear and depreciation) or, at our option, reinstate or replace such own plant and equipment or any part of such own plant and equipment. We shall not be bound to reinstate exactly, but only as circumstances permit. We will not pay for the costs of preparing any claim. The most we will pay is the Maximum Limit any One Claim shown on the schedule for own plant and equipment.

Extension to Sub-Section B - Own Plant and Equipment
(Subject to the terms, conditions and exclusions of this sub-section, this section and this policy)

Imobilised Plant
We will cover the costs incurred by you in the recovery or withdrawal of own plant and equipment which is unintentionally immobilised whilst being used on site in connection with the contract provided that such recovery or withdrawal is not necessitated solely by reason of mechanical or electrical breakdown or derangement.

Sub-Section C - Hired-in Plant and Equipment
The cover described below is only operative if shown as insured on the schedule.

Cover
We will pay for accidental damage to hired-in plant and equipment occurring during the period of insurance whilst on the contract site, at the premises or in transit by road, rail or inland waterway within the territorial limits.

Basis of Settlement
We will pay all sums for which you are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement). We will not pay for the costs of preparing any claim. The most we will pay is the Maximum Limit Any One Claim shown on the schedule for hired-in plant and equipment.
**Contractors All Risks Section - continued**

**Extensions to Sub-Section C - Hired-In Plant and Equipment**
(Subject to the terms, conditions and exclusions of this sub-section, this section and this policy)

1 **Immobilsed Plant**
We will pay for the costs incurred by you in the recovery or withdrawal of hired-in plant and equipment which is unintentionally immobilised whilst being used on site in connection with the contract provided that such recovery or withdrawal is not necessitated solely by reason of mechanical or electrical breakdown or derangement and only to the extent for which you are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement).

2 **Continuing Hire Charges**
We will pay for continuing hire charges arising as a consequence of accidental damage to hired-in plant and equipment for the duration of the period in which such plant and equipment cannot be used due to such damage but only to the extent for which you are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement).

We will not pay:
- a unless the damage preventing the use of the plant and equipment is the subject of a valid claim under this sub-section
- b for continuing hire charges in respect of the first 48 hours following such damage
- c for continuing hire charges in respect of any period in later than 90 days after the date of such damage.

The most we will pay is £5,000 in respect of any one item and £25,000 in respect of any one loss.

3 **Negligent Breakdown**
We will pay for accidental damage to hired-in plant and equipment arising from breakdown due to the negligence, misuse or misdirection of such hired-in plant and equipment on the part of you or any director, partner or employee but only to the extent that you are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement).

The most we will pay is £5,000 in respect of any one item and £25,000 in respect of any one loss.

**Exclusions to Sub-Section B - Own Plant and Equipment and Sub-Section C - Hired-in Plant and Equipment**

1 **Breakdown**
We will not pay for damage to any item of own plant and equipment or hired-in plant and equipment caused by or arising from its own mechanical or electrical breakdown, failure, breakage or derangement (except as otherwise insured under Extension 3 – Negligent Breakdown to Sub-Section C – Hired-In Plant and Equipment).

2 **Vehicles or Plant**
We will not pay for damage to:
- a any vehicle or mechanically propelled plant (including its accessories) which is:
- i licensed for road use (unless it is not otherwise insured and, at the time of damage, is being used as a tool of trade on the site of a contract or is being carried to or from such site)
- ii being used in a manner for which insurance or security is required in accordance with road traffic legislation
- b watercraft, aircraft, hovercraft or any property therein or thereon.

3 **Tyres**
We will not pay for damage to tyres unless the vehicle or plant to which they are fitted is lost, destroyed or damaged at the same time.

4 **Theft**
We will not pay for damage by theft or attempted theft to any item of own plant and equipment or hired-in plant and equipment left unattended by you, a director, partner or employee unless it is stored in a:
- a locked and secure building or compound
- b securely locked vehicle
- c securely locked vehicle

and the conditions precedent to liability to these sub-sections have been complied with in full.

5 **Theft by Employees**
We will not pay for damage by theft or attempted theft by employees.

6 **Transit**
We will not pay for damage to own plant and equipment and hired-in plant and equipment which is in transit other than by road, rail or inland waterway.

7 **Hiring Out**
We will not pay for damage to own plant and equipment and hired-in plant and equipment that you hire out or loan to others.

Conditions Precedent to Liability - Sub-Section B - Own Plant and Equipment and Sub-Section C - Hired-in Plant and Equipment

1 **Unattended Vehicles**
It is a condition precedent to our liability in respect of theft or attempted theft of own plant and equipment or hired-in plant and equipment from a vehicle left unattended by you, a director, partner or employee that:
- a all windows, sunroofs or other openings must be securely shut, and
- b all doors to the vehicle (including the boot or any other lockable point of access) must be securely shut and locked, and
- c any immobiliser and alarm must be set to be fully operational, and
- d all keys or electronic devices to lock or unlock the vehicle must be removed from the vehicle, and
- e between 21:00hrs and 06:00hrs, the vehicle is stored in a locked and secure building or a secure compound.
2 Overnight Security
Where an item of own plant and equipment or hired-in plant and equipment comprises a vehicle or mechanically propelled plant, it is a condition precedent to our liability in respect of theft or attempted theft that whenever it is left unattended by you, any director, partner or employee it must, between 21:00hrs and 06:00hrs, be stored in a locked and secure building or a secure compound and secured in accordance with requirements a, b, c and d of Condition 1 - Unattended Vehicles.

Extensions to the Contractors All Risks Section
(Subject to the terms, conditions and exclusions of this section and this policy)

1 Professional Fees
We will pay for architects’, surveyors’, legal and consulting engineers’ fees incurred solely in connection with the repair or reinstatement of contract works, own plant and equipment or hired-in plant and equipment as a consequence of accidental damage for which cover is provided by this section.
We will not pay for the costs of preparing any claim.

2 Removal of Debris
We will pay for the costs incurred by you in respect of:
a removal of debris
b dismantling
c demolition
d shoring up or propping
e cleaning and repairing of drains and service mains
on the contract site resulting from any accidental damage
to the portion or portions of the contract works, own plant and equipment or hired-in plant and equipment for which indemnity is provided by this policy excluding:
i the costs incurred in removing debris except from the site of such damage and the area immediately adjacent to such site
ii costs arising from pollution or contamination of property not insured by this section.

3 Re-drawing Plans and Documents
We will pay for the costs incurred by you in the re-writing or re-drawing of plans and documents for use in connection with the contract as a result of accidental damage to such plans and documents whilst on the contract site, at the premises or in transit.
Our liability is limited to their value as stationery together with the cost of clerical labour expended in their reproduction.
The most we will pay is £5,000 in respect of any one item and £25,000 in respect of any one loss.

Exclusions to the Contractors All Risks Section

1 Excess
We will not pay for the amount of the excess shown on the schedule or in any extension to this section.

2 Excluded Damage
We will not pay for damage:
a which is not identifiable with a specific event
b caused by or resulting from:
i inherent vice, latent defect, gradual deterioration, wear and tear or frost
ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
iii change in temperature, colour, flavour, texture or finish
iv disappearance, unexplained or inventory shortage
v the cost of normal upkeep or making good
vi operational error or omission
vii a wilful act or neglect by you, any director, partner or employee.

3 Contractual Liability
We will not pay for damage for which you are relieved of responsibility under any contractual agreement.

4 Fraud
We will not pay for damage arising out of acts of fraud or dishonesty of any person to whom property has been entrusted including any collusion by you, any director, partner or employee.

5 Contractual Penalties
We will not pay for liquidated damages, fines or penalties under contract in respect of delay, non-completion, non-compliance with contract conditions or consequential loss of any kind.

6 Government or Statutory Authorities
We will not pay for damage due to confiscation, destruction, requisition or detention by order of the government or statutory authority.

7 Excluded Property
We will not pay for damage to:
a jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, money, promissory notes, securities, bonds or deeds
b computer equipment including electronic, magnetic and optical tapes, disks or discs for use in connection with such computer equipment
c property more specifically insured
d employees personal belongings
e tower cranes.

8 Excluded Locations
We will not pay for damage arising out of contracts involving work in or on:
a towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
b aircraft, hovercraft, airports or airfields, railways or watercraft other than hand propelled watercraft
c docks, harbours, piers, wharves, breakwaters, sea walls, collieries, mines or quarries
d chemical works, gas works, oil refineries, bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments
e offshore installations or any support vessel for any offshore installation.
9 Excluded Contract Work
We will not pay for damage arising out of contracts involving:

a. demolition unless such work forms part of a contract for erection, reconstruction, alteration or repair by you and does not involve the demolition of buildings exceeding 15 metres in height from ground level

b. underpinning unless such work forms part of any contract for erection, reconstruction, alteration or repair by you

c. pile driving or the use of explosives.

Condition Precedent to Liability – Contractors All Risks Section

Cessation of Work
It is a condition precedent to our liability that if work ceases on the site of the contract from any cause for a period in excess of 90 consecutive days, you must notify us within seven days of the expiry of such period. You must also provide us with the details of the work completed and outstanding. On receipt of such details we may at our discretion continue the cover provided by this section at special terms to be agreed. Nothing in this condition shall be deemed to extend the cover beyond the date of expiry or non-renewal of this policy or this section without our prior agreement.
Personal Accident Section

The cover described below is only operative if shown as insured on the schedule

Cover
We will pay you the appropriate benefits shown on the schedule if during the period of insurance and in the operative time an insured person suffers bodily injury which, independently of any other cause and within two years of the bodily injury, results in death, disablement, loss of limbs, eyes, hearing or speech.

Benefits
1 Temporary Total Disablement
Bodily injury which solely and directly results in the total and absolute inability of the insured person to attend to any part whatsoever of their occupation or profession.

2 Loss of Limbs, Eyes, Hearing or Speech
a Loss of Limbs:
   i In the case of a leg or legs:
      a loss by permanent physical severance at or above the ankle or
      b permanent and total loss of use of an entire foot or leg.
   ii In the case of an arm or arms:
      a loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
      b permanent and total loss of use of an entire hand or arm.

b Loss of Eyes:
   Irrecoverable loss of sight:
   i in both eyes if an insured person is registered as severely sight impaired
   ii in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).

c Loss of Hearing:
   Total and permanent loss of hearing.

d Loss of Speech:
   Total and permanent loss of speech.

3 Permanent Total Disablement
Bodily injury not resulting in death, loss of limb, sight, hearing or speech which has lasted for at least one year and which solely and directly results in the permanent and absolute inability of the insured person to attend to any part whatsoever of their occupation or profession.

4 Death
Bodily injury which solely and directly results in the death of an insured person.

Payment of Benefits
Unless agreed by us in writing any claim under this section will commence with Benefit 1. If during the progress of the claim we agree with you it is more appropriate to progress to Benefit 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefit 2 or 3 in respect of the same bodily injury.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same bodily injury.

A deferment period applies in respect of Benefit 1.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if you request and we agree, at intervals of 4 weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one accident or series of accidents occurring in any one period of insurance in respect of any one insured person is 104 weeks from the commencement of the disablement.

Extensions to the Personal Accident Section
(Subject to the terms, conditions and exclusions of this section and this policy)

1 Medical Expenses
When a payment is made under Benefits 1, 2, 3 or 4 we will also pay for medical expenses incurred and arising from treatment following bodily injury to an insured person during the period of insurance up to:
   a 5% of the total amount paid for Benefits 2, 3 and 4
   b 15% of the total amount paid for Benefit 1.

2 Hospitalisation Benefit
When a payment is made under Benefits 1, 2, 3 or 4 we will also pay a hospitalisation benefit of £30 for each full day the insured person is hospitalised during the period of insurance as a result of bodily injury.

3 Disappearance
In the event of the disappearance of an insured person during the period of insurance, if they are entered onto the Register of Presumed Deaths and it is reasonable to believe that death occurred as a result of bodily injury, Benefit 4 shall be payable but if after payment has been made the insured person is subsequently found to be living such payment will be refunded to us.
Personal Accident Section - continued

4 Temporary Work Overseas
In respect of work or visits undertaken in connection with the business by any insured person normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, the indemnity provided by this section extends to include bodily injury occurring whilst working elsewhere in the world provided that:

a. the duration of such work does not exceed six months during the period of insurance
b. any work outside Europe consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences.

5 Personal Representatives
Where you are the sole proprietor of the business, we will pay your personal representatives if Benefit 4 becomes payable as a consequence of your death or disappearance.

Exclusions to the Personal Accident Section
We will not pay:
1 for any benefit payable
2 for bodily injury caused by or resulting from:
   a. suicide, attempted suicide, a sexually transmitted disease, the insured person being under the influence of alcohol or the insured person being under the influence of drugs or controlled substances (unless administered under medical supervision other than for the treatment of drug or substance addiction)
   b. deliberate or intentional self harm on the part of the insured person
c. any physical defect, infirmity, medical condition or chronic or recurring illness for which the insured person has received medical treatment in the 12 months prior to death or the commencement of the disablement or loss of limbs, eyes, hearing or speech
d. sickness or disease or any naturally occurring condition, degenerative process or gradually operating cause
e. active service in the armed forces or reserve armed forces of any nation
f. any other health problem which has not been declared to us but which ought reasonably to have been within the knowledge of the insured person at the inception of the period of insurance during which the bodily injury occurred
g. the insured person engaging in or practising or training for sport involving financial gain or payment other than for reimbursement of travel and out of pocket expenses
h. the insured person committing a criminal offence
i. the use of wood-working machinery driven by steam, gas, water, electricity or other mechanical power including pendulum or swing saws. For the purposes of this exclusion, ‘wood-working machinery’ shall not include fret-saws, lathes, boring machines, sanding machines or any other mechanically driven portable tools held and applied to the work by hand
j. any bodily injury to the insured person resulting from their engaging in or practising or training for any of the following pursuits or activities:
   i. boxing, wrestling or other forms of unarmed or armed combat or martial arts

ii. mountaineering, rock or cliff climbing, coasteering or abseiling
iii. sports or activities involving freefalling or requiring the use of elastic ropes
iv. ice hockey or winter sports (other than ice skating and curling)
v. pot holing or similar underground activities
vi. racing (other than on foot)
vii. hunting, hunter trials or similar, show jumping or steeple chasing
viii. sailing or yachting outside British Coastal Waters, power boating, water ski jumping, jet skiing, flyboarding, sea canoeing, white water sports of any kind or other water activities that require the use of underwater breathing equipment
ix. rugby or any other type of football (other than amateur Association Football)
x. motor cycling involving racing, pace-making, speed testing, participating in any rally, reliability trial or competition, motocross, trail, enduro, trial or grass track riding
xi. engaging in or practising or training for flying or any other aerial activity (other than as a passenger in any passenger carrying aircraft but not as a member of the crew and not for the purpose of undertaking any trade or technical operation in or on the aircraft).

Conditions to the Personal Accident Section

1 Medical Practitioner
If an insured person sustains a bodily injury which may result in a claim under this section such insured person shall consult a duly qualified medical practitioner and follow any medical advice given.

2 Accumulation
The maximum amount we will pay under this and any other personal accident insurance policy issued by us in your name in respect of all insured persons suffering bodily injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance shall be £1,000,000. In the event of the accumulated loss exceeding this amount, our liability in respect of each insured person will be proportionately reduced so that the total does not exceed that amount.

3 Discharge of Liability
When a payment is made under Benefits 2, 3 or 4 our liability under this section shall cease in respect of that insured person.
4 Evidence of Bodily Injury
Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence we reasonably require shall be provided to us at your expense. Except in connection with Benefit 4, the insured person will agree to medical examination, when reasonably required, at our expense during the period of incapacity.

Where a claim is made for Benefit 4 we may require a post mortem at our expense. If the requirement for documents or attendance at examinations at our request is not complied with, we will stop all payments under this section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or the insured person submits to examination within 30 days of being asked or a longer period mutually agreed by you and us.
Material Damage Section

Sub-Section A - Business Contents and Stock

The cover described below is only operative if shown as insured on the schedule.

Cover

We will pay for accidental damage occurring during the period of insurance to business contents or stock at the premises.

Basis of Settlement

We will pay you the value of business contents insured at the time of the damage or, at our option, reinstate, replace or repair such business contents or any part of such business contents in accordance with the following bases of settlement. We shall not be bound to reinstate exactly, but only as circumstances permit. We will not pay for the costs of preparing any claim.

For business contents the maximum amount we will pay for damage is the sum insured shown on the schedule in respect of business contents.

A Reinstatement

For business contents, the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

a) where any item of business contents is damaged, the repair of the damage and the restoration of the damaged portion to a condition substantially the same but not better or more extensive than its condition when new

b) where any item of business contents is lost, destroyed or damaged beyond repair, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new.

Where the item which is the subject of a claim is computer equipment, the basis of settlement shall be:

a) where computer equipment is damaged, the repair of the damage and the restoration of the damaged portion of the computer equipment to a working condition, substantially the same but not better or more extensive than its condition when new

b) where computer equipment is lost, destroyed or damaged beyond repair its replacement by similar computer equipment of equal performance and capacity or if that is impossible, replacement by new computer equipment having the nearest higher performance and capacity to the item lost, destroyed or damaged.

Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

a) if replacement does not happen within 12 months of the damage, or longer period if agreed in writing by us, we will settle the claim in accordance with Basis if Settlement B Indemnity

b) when any property insured under this section is damaged in part only, our liability shall not exceed the sum representing the cost which we could have been called upon to pay for the replacement if such property had been wholly destroyed

c) the basis of settlement for customers’ goods shall be as per B Indemnity

d) no payment beyond indemnity shall be made until the cost of replacement shall have been actually incurred.

Underinsurance

If at the time of replacement of any item the sum representing 85% of the cost which would have been incurred in replacement if the whole of the property covered by such item had been destroyed exceeds the sum insured on that item at the time of the damage you shall be considered as being your own insurer for the difference between the sum insured and the sum representing the cost of reinstatement (or replacement) of the whole of the property and shall bear a rateable proportion of the damage accordingly.

B Indemnity

For unsold stock, the amount we will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the damage.

For stock sold, but not delivered, for which you are responsible under the terms of the sale contract, we will make payment on the basis of the contract price if following insured damage the contract is cancelled, due to the contract conditions, either wholly or to the extent of the damage.

For stock the most we will pay for damage is the sum insured shown on the schedule in respect of stock.

Underinsurance

If at the time of damage, the sum insured shown on the schedule for any item is less than its value, you shall be considered as being your own insurer for the difference and shall bear a rateable share of the damage accordingly.
Designation
For the purpose of determining where necessary the item under which any property is insured we agree to accept the designation under which such property has been entered in your accounting books.

Business Accounting Records
The basis of settlement of any claim for business accounting records shall be their value as stationery together with the cost of clerical labour expended in their reproduction.

Extensions to Sub-Section A - Business Contents and Stock
(Subject to the terms, conditions and exclusions of this subsection, this section and this policy)

1 Temporary Removal of Business Contents
We will pay for accidental damage to:
- a business contents whilst temporarily removed from the premises for cleaning, renovation, repair or similar purposes, and
- computer records, documents, manuscripts and business books whilst temporarily removed from the premises including whilst in transit by road, rail or inland waterway within the territorial limits up to an amount not exceeding 25% of the sum insured for business contents shown on the schedule.

2 Exhibitions, Trade Shows or Conferences
We will pay for accidental damage to business contents and stock, whilst in any buildings being used for an exhibition, trade show or conference, in which you are a participant, anywhere within the territorial limits and whilst in transit to and from the buildings up to an amount not exceeding 50% of the sum insured for business contents shown on the schedule.

3 Removal of Debris
We will pay for the cost of removal of debris in respect of business contents resulting from accidental damage occurring within the territorial limits excluding:
- costs incurred in removing debris except from the site of such damage and the area immediately adjacent to such site
- costs arising from pollution or contamination of property not insured by this sub-section.

4 Other Interested Parties
The interest of other parties leasing or hiring any item of business contents to you under a lease agreement or written contract of hire is noted in the insurance provided in respect of business contents provided that in the event of a claim the nature and extent of such interest is disclosed to us together with the full name and address of such interested parties.

5 Professional Fees
The sum insured on each item insured by this sub-section includes an amount in respect of architects’, surveyors’, legal and consulting engineers’ fees. We will pay for fees incurred solely in connection with the repair or reinstatement of business contents but not for the costs of preparing any claim.

Condition Precedent to Liability - Sub-Section A - Business Contents and Stock

Cellars and Basements
It is a condition precedent to our liability to provide cover in respect of damage caused by storm, flood or escape of water that all stock or customers’ goods contained in any cellar, basement or sub-basement must be kept on racks or shelves at least 30 centimetres above floor level.

Sub-Section B - Money
The cover described below is operative if the Material Damage Section is shown as insured on the schedule.

Cover
We will pay for accidental damage to money occurring during the period of insurance within the territorial limits up to:
- £1,000 whilst:
  - in transit whilst in the custody of you, any partner, director or an authorised employee or
  - within the main building at the premises and in a locked safe or locked strong-room.
- £500 whilst:
  - within the main building at the premises but not in a locked safe or locked strong-room or
  - within the private residence of you, any director, partner or authorised employee.

Basis of Settlement
We will pay you the amount of loss of money insured at the time of the damage. We will not pay for the costs of preparing any claim.

For money the most we will pay for damage is the sum insured shown in the policy under items a or b of Cover, Sub-Section B – Money.

Extension to Sub-Section B - Money
(Subject to the terms, conditions and exclusions of this subsection, this section and this policy)

Theft by Directors, Partners or Employees
We will pay for damage to money arising from theft by, or the fraud or dishonesty of another partner or director or any employee (excluding sole directors) provided discovery occurs within seven days of the event.

Exclusions to Sub-Section B - Money

1 Employees
We will not pay for any damage to money:
- arising from theft by or the fraud or dishonesty of any employee or director which is covered by any other insurance policy
- caused by any act of any employee not normally resident within the territorial limits
- caused by any act of any labour master or labour only subcontractor or person hired or borrowed by you from another employer.

2 Error or Omission
We will not pay for shortage due to error or omission.
Material Damage Section - continued

3 Unattended Vehicles
We will not pay for damage to money contained in a vehicle when it is left unattended by you, any director, partner or an authorised person.

4 Cash-Operated Machine or ATM
We will not pay for damage to money in any cash-operated machines or automated teller machine (ATM).

5 Forgery and Fraud
We will not pay for any damage:
   a resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
   b resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason.

Condition Precedent to Liability – Sub-Section B – Money

Key Security
It is a condition precedent to our liability to pay claims for theft of money from a safe, strong-room or till that the keys to such safes, strong-rooms or tills are:
   a held in the personal custody of you, a director, partner or authorised person or
   b locked in a safe, cupboard or drawer the key to which is held in the personal custody of you, a director, partner or authorised person.

Extensions to the Material Damage Section
(Subject to the terms, conditions and exclusions of this subsection, this section and this policy)

1 Non Invalidation
The insurance under this section shall not be invalidated by any act or omission or alteration unknown to you or beyond your control whereby the risk of damage to insured property is increased as long as immediately you become aware of the increase in risk you inform us. We will have the right to vary the terms or invoke the cancellation of this policy as detailed in General Condition 4 – Our Cancellation Rights.

2 Workmen
You can engage workmen to carry out repairs and general maintenance to the premises but if the work they are engaged for or are required to do involves:
   a structural alteration
   b demolition or partial demolition
   c compromising of the security protections to the premises that you have told us about and which we require as a condition of your insurance
   d the closure of the premises or the occupant being required to vacate them
you must provide us with full details, and obtain our agreement, before work is commenced and we may advise you of restrictions to be imposed or the additional terms we require in order for cover to continue.

3 Fire Extinguishment Expenses
We will pay up to a maximum limit of £2,500 in respect of any one loss for the cost of replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise damage provided we will not be liable for costs other than as a direct result of insured damage.

4 Parent and Subsidiary Companies
In the event of a claim arising under this section we agree to waive any rights, remedies or relief to which we become entitled by subrogation against any company standing in the relation of parent or subsidiary to you or any company which is a subsidiary of a parent company of which you yourself are a subsidiary in each case as defined in current legislation.

Exclusions to the Material Damage Section

1 Excess
We will not pay for the amount of the excess shown on the schedule.

2 Excluded Damage
We will not pay for damage:
   a which is not identifiable with a specific event
   b caused by or resulting from:
      i any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair but not excluding the subsequent damage which itself results from a defined peril and not otherwise excluded
      ii inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials or operational error or omission but this will not exclude subsequent damage which itself results from a defined peril and is not otherwise excluded
      iii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
      iv change in temperature, colour, flavour, texture or finish
      v joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
      vi the bursting of:
         - any boiler not used for domestic purposes only
         - any economizer other vessel, machine or apparatus owned by you or under your control in which internal pressure is due to steam only but this will not exclude subsequent damage which itself results from a defined peril and is not otherwise excluded
      vii mechanical or electrical breakdown, failure, breakage or derangement of any item of machinery or equipment in which mechanical or electrical breakdown, failure, breakage or derangement occurs but this will not exclude:
         - such damage which itself results from other damage and is not otherwise excluded
- subsequent damage which itself results from a defined peril and is not otherwise excluded
  
  viii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  
  ix subsidence, ground heave or landslip unless it results from a defined peril other than storm or flood and which is not otherwise excluded
  
  x spontaneous heating or fermentation of the property insured, or fire caused by its undergoing any process involving the application of heat but this will not exclude the subsequent damage which itself results from a defined peril and is not otherwise excluded
  
  xi deterioration of refrigerated stock
  
  xii wind, rain, hail, sleet, snow, flood or dust to moveable property in the open
  
  xiii escape of water from any water, drainage or heating system, escape of oil from any fixed oil fired heating installation, frost, riot, civil commotion, labour or political disturbances or malicious persons in any building which is unoccupied.

3 Fraud
We will not pay for damage arising out of acts of fraud or dishonesty of any person to whom property insured has been entrusted including any collusion by you, any director, partner or employee (except as provided by the Theft by Directors, Partners or Employees extension to Sub-Section B – Money).

4 Theft
We will not pay for damage due to theft or attempted theft:

a that does not involve entry to or exit from a building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against you or any person lawfully in the building

b from any vehicle left unattended by you, any director, partner or employee

c from any display or stand that has been left unattended by you, any director, partner or employee during exhibition, trade show or conference hours

d from any garden, yard or open space

e from an unoccupied building

f by any employee or any person lawfully in the building. but this will not exclude:

i such damage which itself results from other damage and is not otherwise excluded

ii subsequent damage which itself results from a defined peril and is not otherwise excluded.

5 Vehicles
We will not pay for damage to vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

6 Animals
We will not pay for loss of or injury to animals.

7 Media
We will not pay for damage caused by or consisting of distortion, erasure or corruption of computer records or any electronic, magnetic or optical tapes, disks or discs for use in any computer equipment.

8 Excluded Losses
We will not pay for damage due to any delay, loss of market, strikes, reduction in value or consequential loss of any kind.

9 Government or Statutory Authorities
We will not pay for damage due to requisition, confiscation or destruction by order of the government or statutory authority.

10 Excluded Property
We will not pay for damage to:

a antiques, furs, jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, promissory notes, securities, bonds or deeds

b buildings or structures in the course of construction or erection and materials or supplies in connection therewith

c buildings, walls, gates, fences, land, piers, jetties, bridges, culverts or excavations, growing crops or trees

d property more specifically insured.

Conditions Precedent to Liability – Material Damage Section

1 Minimum Security Requirements
It is a condition precedent to our liability under this section that the following protections are in place and in full operation at the buildings at the premises when such buildings are left unattended by you, any director, partner or employee including members of your household where the premises are also used as your, any director or partner’s private residence:

a all external doors (including wicket gates) or internal doors which access parts of the building that are not occupied by you for business purposes must be secured as follows:

i a mortice deadlock conforming to BS3621 or BSEN1303 with matching steel box striking plate, or locking metal bars with a close shackle padlock conforming to BSEN12320 security grade 5

ii for manually operated roller shutters key operated bullet locks securing the shutter to its guide, or the operating chain of the roller shutter must be secured to the internal frame by a padlock conforming to BSEN12320 security grade 4, or for electrically operated roller shutters a key operated isolation switch to the electricity supply to the controls, or as noted in item I of this condition

iii for doors officially designated fire exits by you written fire risk assessment, appropriate internally operated mortice deadlocks conforming to BS8621 or panic bars/ latches conforming to BSEN1125

iv all aluminium and UPVC doors must have an integral cylinder key operated mortice deadlock certified to BSEN1303

v double leaf doors must be secured by bolts top and bottom on the first closing leaf with the second closing leaf secured by one of the means noted in i to iv of this condition

vi all outward opening doors, with the exception of aluminium or UPVC doors with multiple locking points, must be fitted with hinge bolts top and bottom

vii other security devices if agreed by us in writing to you.
b. All windows and skylights not protected by bars or grilles that are on the ground floor or basement level or are easily accessible from adjoining roofs, porches or downpipes must be fitted with:
   i. Key-operated locks with the keys removed and stored out of sight, or
   ii. Locking bars with a padlock conforming to BSEN12320 security grade 4, or
   iii. Screwed or fixed permanently shut on the inside, or for windows officially designated fire exits by your written fire risk assessment, panic bars or latches conforming to BSEN1125, or other security devices if agreed by us in writing to you.

The glass in any louvre windows must be fixed to its runners with contact adhesive.

2 Fire Extinguisher Requirements
It is a condition precedent to our liability to provide cover for damage caused by fire that a CO₂ or dry powder fire extinguisher of at least 2kg, which is the subject of an annual maintenance contract, is installed at the premises.
Business Interruption Section

Cover

Loss of Income
The cover described below is only operative if shown as insured on the schedule.

We will cover you for loss of gross income as a result of interruption of or interference with the business arising from accidental damage occurring during the period of insurance to business contents, stock or buildings used by the business at the premises.

Increase in Cost of Working
The cover described below is only operative if shown as insured on the schedule.

We will cover you for the increase in cost of working as a result of interruption of or interference with the business arising from accidental damage occurring during the period of insurance to business contents, stock or buildings used by the business at the premises.

Basis of Settlement

1 Loss of Income
We will calculate the loss of gross income as follows:

a. an amount by which the gross income during the indemnity period shall in consequence of the damage fall short of the standard gross income
b. the increase in cost of working but not exceeding the amount of reduction in gross income avoided.

2 Increase in Cost of Working
We will pay the net additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the interruption of or interference with the business which but for that expenditure would have taken place during the indemnity period.

3 Maximum Payable
The maximum amount we will pay under this section will not exceed in any one period of insurance the sum insured and limits shown on the schedule.

4 VAT
To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of this tax.

5 Savings
If any of the charges or expenses of the business payable out of gross income cease or reduce as a consequence of damage or if the value of stock depreciates, the amount of such savings during the indemnity period shall be deducted from the amount payable.

6 Alternative Trading
If during the indemnity period work is done or services are provided 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 work or services will be brought into account in arriving at the gross income during the indemnity period.

7 Underinsurance
If the sum insured shown on the schedule is less than the gross income for the 12 months (or proportionately increased multiples of this if the maximum indemnity period exceeds 12 months) immediately prior to the occurrence of the damage, the amount payable will be proportionately reduced.

Extensions to the Business Interruption Section

(The following extensions only apply if shown as operative on the schedule and are subject to the terms, conditions and exclusions of this section and the policy)

1 Accountants’ and Auditors’ Charges
We will pay for charges payable by you to your accountants or auditors for producing particulars, details, proofs, information or evidence that we may require up to the limit shown on the schedule.

2 Documents
We will cover you up to the limit shown on the schedule for loss resulting from interruption of or interference with the business arising from accidental damage to computer records, documents, manuscripts and business books belonging to you or held in trust by you whilst temporarily at premises not in your occupation or whilst in transit by road, rail or inland waterway within the territorial limits.

3 Denial of Access
We will cover you up to the limit shown on the schedule for loss resulting from interruption of or interference with the business as a direct result of accidental damage from a defined peril to property within a radius of 1km of the premises which prevents or physically hinders the use of or access to the premises, whether or not there has been damage to property at the premises.
4 Public Utilities
We will cover you up to the limit shown on the **schedule** for loss resulting from the interruption of or interference with the **business** as a direct result of accidental failure of wireless or wired telecommunications services and the public supply of water, electricity or gas at the terminal ends of the supply company's feed to the **premises** not caused by:

a. the deliberate act of the supplier to restrict or withhold the supply
b. atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
c. a fault in any part of the installation for which you are responsible at the **premises**
d. drought

and excluding any interruption of or interference with the **business** as a direct result of a failure of a public supply which lasts less than 24 consecutive hours.

5 Loss of Book Debts
We will cover you up to the limit shown on the **schedule** for loss resulting from your inability to trace or establish the **outstanding debit balances** as a result of accidental **damage** by a **defined peril**, to your books of account or other business books or records at the **premises** or whilst temporarily removed elsewhere within the **territorial limits** provided that payment will not exceed:

1. the difference between the **outstanding debit balances** and the total of the amounts received or traced and
2. the additional expenditure incurred with your previous consent in tracing and establishing the **outstanding debit balances** after the **damage**

We will not pay for losses resulting from:

a. books or records being mislaid or misfiled
b. deliberate falsification of business records
c. erasure or distortion of information on any electronic, magnetic and optical tapes, disks or discs for use in any computer equipment or other records:
   i. due to the presence of magnetic flux unless such flux results from lightning
   ii. whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the machine or apparatus
   iii. due to defects in such records.

6 Customers
We will cover you up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** by a **defined peril** at the premises of any customers, situated within the **territorial limits**, with whom at the time of the **damage** you have contracts or trading relationships to supply goods or services.

7 Suppliers
We will cover you up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a result of accidental **damage** by a **defined peril** at the premises, of any manufacturer, processor, packer or supplier (other than a supplier of water, electricity, gas or telecommunication services), situated within the **territorial limits** with whom at the time of the **damage** you have contracts or trading relationships to purchase goods or services provided that payment will not exceed the limit shown on the **schedule**.

8 Temporary Removal
We will cover you up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** to **business contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes.

9 Transit
We will cover you up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** from a **defined peril** to **business contents** or **stock** whilst in transit within the **territorial limits**.

10 Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide
We will cover you up to the limit shown on the **schedule** for loss resulting from the interruption of or interference with the **business** as a direct result of:

a. any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises** or attributable to food or drink supplied from the **premises**:
   - Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diptheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
b. food or drink poisoning
c. the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
d. any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
e. any instance of murder or suicide at the **premises**.

We will not pay for:

i. any costs incurred in the cleaning, repair, replacement, recall or checking of **property** or the **premises**
ii. losses resulting from any interruption or interference with the **business** which exceeds three months in duration either from the date of occurrence, discovery or appliance of restrictions by the local authority, whichever occurs first.

11 Exhibition, Trade Shows or Conferences
We will cover you up to the limit shown on the **schedule** for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** to **business contents** or **stock** whilst at any exhibition, trade show or conference site within the **territorial limits**.
Exclusion to the Business Interruption Section

Material Damage Insurance
We will not pay for loss of gross income or increase in cost of working unless at the time of the damage to property resulting in interruption of or interference with the business the Material Damage Section of this policy is in force and:

a) payment has been made or liability admitted for the damage or

b) payment would have been made or liability would have been admitted for the damage but for the exclusion of losses below a stated amount or percentage in the policy.
To make a claim, call 0345 122 3283
Please save this number to your mobile phone

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