



**CAUNCE
O'HARA**

THE BUSINESS
INSURANCE BROKERS

PRACTICE INSURE

OFFICE COMBINED

Policy Document

www.caunceohara.co.uk



Protection. To Help You Stay Safe & Thrive

Counce O'Hara & Company Limited was established in 1995 and now ranks as one of the top 100 Independent Brokers in the United Kingdom. From their offices in Manchester they deliver innovative lateral solutions to clients' insurance programs.

Counce O'Hara has been arranging insurance cover for freelance contractors since they came into existence. They understand the marketplace and have been able to offer the breadth and flexibility of cover that is required when insuring many different types of occupations and activities.

Few Insurers understand this risk and we believe we offer value for money insurance policies written on the widest available cover. We are keen on providing the best in customer service and believe our administration and claim paying systems are fast, efficient and reliable.

Get In Touch

To get a quote or advice about your specific business insurance requirements, please don't hesitate to get in touch with one of our expert advisors today. Call us on 0161 833 2100 or email schemes@caunceohara.co.uk

Counce O'Hara & Co Ltd are authorised and regulated by the Financial Conduct Authority under firms reference number 306183



Royal & Sun Alliance has over 300 years heritage, being established as The Sun in 1710. Royal & Sun Alliance is one of the worlds leading multi-national quoted insurance groups. They have the capability to write business in over 130 countries, with major operations in UK, Scandinavia, Canada, Ireland, Asia, the Middle East and Latin America. Within the UK, Royal & Sun Alliance is the largest commercial lines insurer and includes covering the insurance and risk management needs of a significant number of the FTSE 100 companies. They have full multi-distribution capability, writing business through both brokers and corporate partners

Royal & Sun Alliance's solid credit rating demonstrates their strength:

- Standard & Poors A (stable) 28/02/2014
- A.M. Best A (stable) 26/2/2009
- Moody's A2 (stable) 02/12/2008

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS CAUNCE O'HARA & CO LTD NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY

ANY FACTS WHICH THE INSURER HAS TO TAKE INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE AND ANY SUBSEQUENT CHANGES TO THOSE FACTS NEED TO BE DECLARED FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY IF THERE ARE ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT CAUNCE O'HARA & CO LTD NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Statement of Fact or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

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General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Failure to observe the terms of this Policy relating to anything to be done or complied with by the Insured except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees may result in a claim not being paid or payment reduced
- 3 The Insured at his own expense shall
 - (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
 - (B) exercise care in the selection and supervision of employees
 - (C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This Policy shall be voidable by the Company if and when
 - (A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
 - (B) the Insured ceases to have an interest that is insurable For example for insurance for Premises (an example might be that the Premises have been sold to a third party) However this right to void the Policy does not apply in the event of the death of the Insured or
 - (C) there are any significant alterations to the Business or the Premises or property within the Premises or the occupation of any Insured Person or any other circumstances where the subject of the insurance such as the Premises changes and becomes a higher risk to insure at any time after the commencement of the Policy unless such alteration is notified to the Company and we confirm that we are happy to accept the change
- 5 A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act
- 6 Cancellation when the premium is paid annually
This Policy may be cancelled by
the Insured giving written instruction to the Company
or
the Company sending 30 days written notice to the last known address of the Insured

Cancellation will be effective from

the receipt of valid instruction from the Insured provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance by the Company

or

the expiry of the 30 days written notice sent by the Company

The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim

- 7 All the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability stated in this Policy will apply as maximum limits to the Company's liability irrespective of the number of persons entitled to indemnity under this Policy

For the purposes of the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability the Insured and all other persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the Company as one party and the Insured and all other persons entitled to indemnity as the other party

- 8 Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

- 9 **Financial or Trade Sanctions**

The company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period The company or the Insured may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the company will give insured a full refund of premium for any unexpired period of cover the company will do this only if the insured have not made a claim during the Period of Insurance

Claims Conditions

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
 - (A) notify the Company in writing forthwith
 - (B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
 - (C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
 - (D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
 - (E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
 - (1) full information in writing of the claim
 - (2) details of any other insurance relating to the claim
 - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being verified evidence of such information and details
 - (4) if reasonably demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon
- 5 (A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
 - (B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Company may reasonably require
- 6 If the Company or our third party service provider ask the Insured must at any time
 - (A) take or
 - (B) allow the Company or our third party service provider to take in the Insured's name

all the steps needed to enforce the Insured's rights against any other person including the defence or settlement of any claim or the pursuit of a claim in any person's name

We will pay any reasonable costs and expenses involved
- 7 **Contribution - applicable to Property Damage and Business Interruption Insurance**

If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged the Company's liability under this Policy shall be limited to its rateable proportion of such claim
- 8 **Applicable only to Liability Insurance**

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company as soon as reasonably practical on receipt The Insured shall also give the Company written or telephone notice as soon as reasonably practical after the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

General Policy Exclusions

1 Biological or Chemical Contamination Exclusion

It is agreed that regardless of any contributory causes this Policy does not cover any loss damage cost expense or legal liability directly or indirectly arising out of biological or chemical contamination due to any Act of Terrorism

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this endorsement contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the Company or Insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the Insured

2 War and Terrorism Exclusion

This Policy excludes loss Damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- 1 war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- 2 any Act of Terrorism
- 3 in Northern Ireland civil commotion (other than in respect of legal liability under Liability insurance if insured)

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above

If the Company or Insurers allege(s) that by reason of this exclusion any loss Damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the Insured In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Property Damage Insurance

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property

provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

Covers

The following are the Covers insured except as otherwise stated in the Schedule

- I
 - A **Fire** excluding Damage
 - 1) by explosion resulting from fire
 - 2) to property caused by its undergoing any process involving the application of heat
 - B **Explosion** excluding Damage
 - 1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
 - 2) to any vessel machine or apparatus or its contents resulting from the explosion thereof

but this shall not exclude Damage caused by explosion of

 - any boiler
 - gas

used for domestic purposes only
 - C **Lightning**
 - D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
 - 1) arising from confiscation requisition or destruction by order of the government or any public authority
 - 2) arising from cessation of work
 - 3) A) in the course of theft or attempted theft
B) in respect of any building which is empty or not in use

directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
 - 1) attributable solely to change in the water table level
 - 2) caused by frost subsidence ground heave or landslip
 - 3) to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
 - 1) by water discharged or leaking from an automatic sprinkler installation
 - 2) in respect of any building which is empty or not in use
- 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
 - 1) by freezing in any building which is empty or not in use
 - 2) by heat caused by fire
- 8 **Theft (which is deemed to include attempted theft)** excluding Damage
 - 1) from any part of the building not occupied by the Insured for the purpose of the Business
 - 2) from the open
 - 3) expedited or in any way brought about by the Insured or any director partner or employee of the Insured
 - 4) due to a person obtaining any property by deception
 - 5) to lead forming part of the exterior of the Premises
 - 6) to Money and securities of any description
 - 7) due to disappearance unexplained or inventory shortage
 - 8) Portable equipment from an unattended vehicle unless in a locked glove box or boot which is separate and self contained from the passenger cabin and all doors windows and other openings are left closed securely fastened and entry or access to the vehicle has been by forcible and violent means
- 9 **Subsidence ground heave or landslip** excluding Damage
 - 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
 - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
 - 3) arising from normal settlement or bedding down of new structures
 - 4) commencing prior to the granting of cover under this insurance

10 Any other accident excluding Damage

- 1) by any of
 - A) the Covers
 - B) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11 (whether or not insured)
- 2) to any property caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice latent defect gradual deterioration wear and tear
 - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- 3) caused by
 - A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - B) change in temperature colour flavour texture or finish
 - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

 - 1) such Damage which itself results from other Damage and is not otherwise excluded
 - 2) subsequent Damage which itself results from a cause not otherwise excluded
- 4) caused by
 - A) pollution or contamination
 - B) acts of fraud or dishonesty
 - C) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 5) to
 - A) a building or structure caused by its own collapse or cracking
 - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
 - C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

- 6) to
 - A) Money and securities of any description
 - B) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - C) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

Insured's Contribution

This insurance does not cover the Insured's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured at each separate premises as ascertained after the application of all terms and conditions of the insurance including the Underinsurance Provision

| | | |
|---|----------------------------------|--------|
| A | Cover 9 (subsidence) if Insured | £1,000 |
| B | Mobile Phone devices | £ 250 |
| C | All other Covers | £ 100 |

Exclusions

This insurance does not cover

A Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

B Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C War and Allied Risks

Damage occasioned by

- 1) riot or civil commotion except to the extent that it is specifically insured
- 2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

D Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

E Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

F Electronic Risk

A) Damage to Data which shall include but shall not be limited to

- 1) Damage to or corruption of Data whether in whole or in part
- 2) unauthorised appropriation of use of access to or modification of Data
- 3) unauthorised transmission of Data to any third parties
- 4) Damage arising out of any misinterpretation use or misuse of Data
- 5) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System
- 3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
- 4) Failure of a System
- 5) anything described in A) above

but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

Definitions of Property**Ancillary Equipment**

- Ancillary Equipment solely for use with the Computer Equipment comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to the Insured

Business Premises

- shall mean that part of the Premises occupied by the Policyholder for the purpose of the Business described in the Schedule

Computer Equipment

- all computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Insured including software licences

Computer Systems Records

- all current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs and information stored thereon

Deeds and Documents

- deeds wills agreements plans manuscripts business books written or printed books and documents of any nature letters certificates microfilm and microfiche but excluding negotiable securities Money and stamps

Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Insured's books

General Contents

- machinery plant fixtures fittings and other trade equipment
 - all tenant's improvements alterations additions and decorations belonging to the Insured or for which they are responsible
 - all Office Machines and other contents excluding
 - Money and securities of any description
 - Transparencies Deeds and Documents
 - patterns models moulds plans and designs
- General Contents is extended to include Portable Equipment, Computer Equipment, Ancillary Equipment, Computer system records, Office Machines and Designation of Property

Geographical Limits

In respect of Portable Equipment the geographical limits to be read in conjunction with the schedule are-

- | | |
|-----------|---|
| GB | - Anywhere in the United Kingdom the Channel Islands or the Isle of Man |
| Europe | - Anywhere in the United Kingdom the Channel Islands the Isle of Man and countries of the European Union |
| Worldwide | - Anywhere in the United Kingdom the Channel Islands the Isle of Man Countries of the European Union and anywhere else in the world |

Money

- cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units of franking machines consumer redemption vouchers and credit cards

Office Machines

- typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office equipment belonging to the Insured or for which they are responsible

Portable Equipment

- Portable Equipment of which the most commonly designated items are laptops palmtops blackberries or other P.D.A. digital camera's projectors printers video camera & equipment hardware and tools and other hand held units

Property Insured

- General Contents at the premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are legally responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
 - A) land roads pavements piers jetties bridges culverts or excavations
 - B) livestock growing crops or trees

Transparencies

- transparencies film negatives and video tapes

The Insurance Provided**In respect of General Contents**

(other than motor vehicles directors' partners' and employees' personal effects)

the Company will pay -

- A **the cost of reinstatement** being
- where the property is destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property
 - where the property is damaged the cost of repairing or restoring the damaged portions

to a condition substantially the same as but not better or more extensive than its condition when new

In respect of Deeds Documents and Transparencies

the Company will pay -

- A the value of the materials as stationery
- B the clerical labour expended in writing up or reproducing such property
- C the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the Insured of the information

- D the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses

- 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by the Policy

The undemoted provisions apply

1 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property insured by the item

2 Limit of Liability

No Transparency will be deemed to be of greater value than £1,000

General Provisions applicable to all items**Underinsurance**

If at the time of the Damage the sum insured by any item is less than the insurable Amount the amount otherwise payable shall be proportionately reduced

Special Conditions**Risk Protections****A Automatic Sprinkler and Fire Alarm Installations**

(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation)

The Insured shall

- 1) take all reasonable steps to
 - A) prevent frost and other damage to the installations and in so far as it is their responsibility
 - B) maintain the installations (including the automatic external alarm signal) in efficient working order
 - C) maintain ready access to the water supply control facilities
- 2) in the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
- 3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
- 4) carry out the routine tests laid down by the Company and remedy as soon as reasonably practical any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company

Notice of any such action will be given by the Company in writing

B Fire Extinguishing Appliances

It is a condition of the Policy that the Insured shall maintain all fire extinguishing appliances in efficient working order. Failure to comply with this condition may result in a claim not being paid or payment reduced.

C Security Precautions

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition of the Policy that

- A) in respect of any Intruder Alarm System installed at the Premises
- 1) the Intruder Alarm System is maintained in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by the Company in writing
 - 2) the Business Premises are not left unattended
 - A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any Alarm Receiving Centre to which the Intruder Alarm System is connected has acknowledged the setting signal
 - B) if police response to alarm calls has been withdrawn
without the written agreement of the Company
 - 3) where the Intruder Alarm System is required or approved by the Company as a condition of cover it is installed in accordance with a specification agreed in writing by the Company
 - 4) no alteration to or substitution of
 - A) any part of the Intruder Alarm System
 - B) the procedures agreed by the Insured for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
 - C) the maintenance contract
shall be made without the written agreement of the Company
 - 5) no structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System shall be made without the written agreement of the Company
 - 6) the Insured shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended

- 7) the Insured shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
- 8) any change of Keyholder details shall be notified immediately to the police and any Alarm Receiving Centre to which the Intruder Alarm System signals
- 9) in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Keyholder shall attend and allow access to the Business Premises without delay
- 10) in the event that the Insured receives any notification
 - A) from the police alarm installer/maintenance contractor or Alarm Receiving Centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - C) that the Intruder Alarm System cannot be returned to or maintained in full working order
the Insured shall advise the Company as soon as possible and in any event not later than 10am on the Company's next working day and comply with any subsequent requirements reasonably stipulated by the Company
- B) whenever the Business Premises are left unattended
 - 1) all locks bolts and other protective devices are in full and effective operation
 - 2) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

Failure to comply with the above conditions may result in a claim under Property Damage Insurance not being paid or payment reduced.

Interpretations

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Insured who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Business Premises shall mean that part of the Premises occupied by the Insured for the purpose of the

Business described in the Schedule

D The Minimum Standard of Security

(Applicable to any cover granted in respect of Damage by theft)

It is a condition of the Policy that the Insured shall have implemented the following security measures within 8 weeks of commencement of Theft cover Failure to do so may result in a claim under Theft cover not being paid or payment reduced

- A) The Final Exit Door of the Premises be fitted with either
- 1) for timber or steel framed doors - a mortice deadlock which has 5 or more levers and/or conforms to BS3621 with matching boxed striking plate
- or
- 2) for aluminium or UPVC framed doors - a cylinder operated mortice deadlock or a deadlocking multi-point locking system
- B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Insured for the purpose of the Business be fitted with either
- 1) any of the locking arrangements as specified in A) 1) or 2) above in accordance with the construction of the door frame
- or
- 2) two key - operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes are to be fitted with key-operated window locks This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

- D) Each item of electronic office equipment designed for mobile or portable use with a replacement value over £500 must whenever the Business Premises are left unattended be secured in locked cupboards cabinets or security containers the keys to which have been removed from the Business Premises

If any electronic office equipment designed for mobile use or portable use over £500 is stolen that has not been secured in locked cupboards or security containers the maximum we will pay is £500 per item and up to £25,000 in the aggregate for all items

Subject otherwise to the terms and conditions of the Policy

Business Interruption Insurance

If Damage by any of the Covers insured occurs at the Premises

- A) to property used by the Insured for the purpose of the Business which causes interruption of or interference with the Insured's Business at the Premises
- B) which prevents the Insured from tracing or establishing customers' Outstanding Debit Balances in whole or in part due to them

the Company will pay to the Insured

- 1) in respect of A) the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance

provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property

or

payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

- 2) in respect of B) the amount of loss resulting from the Damage in accordance with the provisions of the insurance

The Company's liability in any one Period of Insurance shall not exceed in the whole

- 1) in respect of A) the total sum insured or in respect of any item its sum insured or any other stated limit of liability
- 2) in respect of B) the sum of £50,000 or any other limit of liability stated in the Schedule

For the purpose of this insurance Damage shall mean loss destruction or damage

Covers

The following are the Covers insured except as otherwise stated in the Schedule

- I A **Fire** excluding Damage
 - 1) by explosion resulting from fire
 - 2) to property caused by its undergoing any process involving the application of heat
- B **Explosion** excluding
 - 1) Damage caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
 - 2) loss resulting from the Insured being deprived of the use of any vessel machine or apparatus or its contents as a result of the explosion thereof

but this shall not exclude explosion of

 - any boiler used for domestic purposes only or of any other boiler or economiser on the Premises

– gas used for domestic purposes only

- C **Lightning**
- D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
 - 1) arising from confiscation requisition or destruction by order of the government or any public authority
 - 2) arising from cessation of work
- 4 **Storm or Flood** excluding Damage
 - 1) attributable solely to change in the water table level
 - 2) caused by frost subsidence ground heave or landslip
 - 3) to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
 - 1) by water discharged or leaking from an automatic sprinkler installation
 - 2) in respect of any building which is empty or not in use
- 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
 - 1) by freezing in any building which is empty or not in use
 - 2) by heat caused by fire
- 8 **Theft (which shall be deemed to include attempted theft)** excluding Damage
 - 1) from any part of the building not occupied by the Insured for the purpose of the Business
 - 2) from the open or from any outbuilding
 - 3) expedited or in anyway brought about by the Insured or any director partner or employee of the Insured
 - 4) due to a person obtaining any property by deception
 - 5) to lead forming part of the exterior of the Premises
 - 6) due to disappearance unexplained or inventory shortage
- 9 **Subsidence ground heave or landslip** excluding Damage
 - 1) arising from the settlement or movement of made-up ground or by coastal or river erosion
 - 2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises

- 3) arising from normal settlement or bedding down of new structures
- 4) commencing prior to the granting of cover under this insurance

10 Any other accident excluding Damage

- 1) by any of
 - A) the Covers
 - B) the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)
- 2) to any property caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice latent defect gradual deterioration wear and tear
 - C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

- 3) caused by
 - A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - B) change in temperature colour flavour texture or finish
 - C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 - E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

but this shall not exclude

- 1) such Damage which itself results from other Damage and is not otherwise excluded
- 2) subsequent Damage which itself results from a cause not otherwise excluded
- 4) caused by
 - A) pollution or contamination
 - B) acts of fraud or dishonesty
 - C) disappearance unexplained or inventory shortage misfiling or misplacing of information

- 5) to
 - A) a building or structure caused by its own collapse or cracking
 - B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
 - C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 6) to
 - A) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
 - B) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - C) land roads pavements piers jetties bridges culverts or excavations
 - D) livestock growing crops or trees

Exclusions

The Company shall not be liable for loss resulting from

A War and allied Risks

Damage occasioned by

- 1) riot or civil commotion unless such Cover is specifically insured and then only to the extent stated
- 2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

B Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

C Pollution and Contamination

pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by

- 1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
- 2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

D Radioactive Contamination

Damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

The Insurance Provided

Item on Gross Revenue

Subject to the provisions below the Company will pay as indemnity –

- A) In respect of Loss of Gross Revenue

the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue
- B) In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the total of

 - the amount of the reduction in Gross Revenue thereby avoided

plus

 - 5% of the sum insured by the item (but not more than £250,000)

The following are the provisions referred to above

- 1 Alternative Trading

If during the Indemnity Period work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of work or services shall be taken into account in arriving at the Gross Revenue during the Indemnity Period
- 2 Savings

If any of the charges or expenses of the Business payable out of Gross Revenue shall cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable
- 3 Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- 4 Underinsurance

If the sum insured is less than the Insurable Amount the amount payable shall be proportionately reduced

Item on Additional Cost of Working

Subject to the provision below the Company will pay as indemnity the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period in consequence of the Damage

The following is the provision referred to above

Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

Outstanding Debit Balances

Subject to the provisions below the Company will pay as indemnity –

- A) the difference between
 - 1) the Outstanding Debit Balances
 - and
 - 2) the total of the amounts received or traced in connection with such balances
- B) the additional expenditure incurred with the consent of the Company in tracing and establishing customers' debit balances after the Damage

The following are the provisions referred to above

- 1 Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- 2 Limit of Liability

The Company's liability in any Period of Insurance shall not exceed in the whole the sum of £50,000 or any other limit of liability stated in the Schedule
- 3 Damage to Computer and Ancillary Equipment and Computer Systems Records

Exclusion F does not apply to the insurance provided in respect of Outstanding Debit Balances

Definitions

Computer Equipment Ancillary Equipment Computer Systems Records Deeds and Documents Transparencies Office Machines

These terms shall have the same meanings as defined in Property Damage Insurance

The following notes refer to the Definitions stated below

- 1 To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax

2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

3 In the definition of Insurable Amount the amount of Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

Indemnity Period

the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

Gross Revenue

the money paid or payable to the Insured for works done and for services rendered in course of the Business at the Premises

Standard Gross Revenue

the Gross Revenue which would have been obtained during the Indemnity Period

Insurable Amount

the Gross Revenue which would have been earned in the twelve months immediately following the date of the Damage

had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 3 above)

Outstanding Debit Balances

the total recorded under the provisions of Debit Recording adjusted for

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

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

Extensions

This insurance is extended to include loss as insured in consequence of

- I Damage by any of the Covers insured
 - A) at any premises not occupied by the Insured but used by them solely for storage purposes in Great Britain Northern Ireland the Channel Islands and the Isle of Man
 - B) to Transparencies Deeds and Documents Office Machines machinery plant accounting records other trade equipment and contents (but not motor vehicles Computers and Ancillary Equipment or Computer Systems Records) whilst temporarily removed from the Premises and in transit by road rail air or inland waterway to and from the Premises anywhere in Europe

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed 10% of the total of the sum insured or £250,000 whichever is the less (unless otherwise stated in the Schedule)

- 2
 - A) closure or restrictions placed on the Premises on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the Premises
 - B) injury or illness sustained by any customer or employee arising from or traceable to foreign or injurious matter in food or drink sold from the Premises
 - C) closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate consequent upon defects in the drains and other sanitary arrangements at the Premises
 - D) murder or suicide occurring at the Premises
 - E) vermin and pests at the Premises
 - F) loss destruction or damage caused by any of the Covers to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the Premises or the Insured's property therein shall be damaged or not but excluding Damage which prevents or hinders the supply of electricity gas water or telecommunications services

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed 10% of the total of the sum insured or £250,000 whichever is the less

- 3 Damage by any of the Covers insured to property at any generating station or substation of the public electricity supply undertaking land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the public water supply undertaking from which the Insured obtains electricity gas or water shall be deemed to have resulted from Damage to property at the Premises

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed 10% of the total of the sum insured or £250,000 whichever is the less

4 Payments on Account

Payments on account may be made during the Indemnity Period if desired

5 Automatic Reinstatement after a Loss

(not applicable in respect of Outstanding Debit Balances or Loss of Liquor Licence)

In the absence of written notice by the Insured or the Company to the contrary the Company's liability shall not be reduced by the amount of any loss the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

Special Provisions

Index Linking

The Company will adjust the estimate of Gross Revenue or Additional Cost of Wording provided by the Insured and on which the premium for this Insurance is based in line with suitable indices of costs and the premium for renewal will be based on the adjusted amount

Debit Recording Condition

The Insured shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the Business at the end of each month and in the event of Damage giving rise to a claim shall supply that record to the Company Failure to comply with this condition may result in a claim under Property Damage Insurance not being paid or payment reduced

Liability Insurance

Definitions

- 1 Person Entitled to Indemnity shall mean
- A) the Insured
 - B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
 - C) at the request of the Insured
 - 1) any principal
 - 2) any director or partner of the Insured
 - 3) any Person Employed
- against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed shall mean any
- A) Employee
 - B) labour master and individuals supplied by him
 - C) individual employed by labour only sub-contractors
 - D) self employed individual (not being in partnership with the Insured)
 - E) individual hired to or borrowed by the Insured
 - F) individual undertaking study or work experience while under the supervision of the Insured

} while under the direct control and supervision of the Insured

- 4 Injury shall mean

Section 1

bodily injury death disease or illness

Sections 2 and 3

bodily injury death disease illness wrongful arrest or false imprisonment

- 5 Property shall mean material property
- 6 Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include
- A) ownership repair and maintenance of the Insured's own property
 - B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
 - C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
 - D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured

but in respect of section 1 and 2 shall not include any work undertaken Offshore unless Offshore Work is shown as included in the schedule

- 7 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 8 Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 9 Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay
- 10 Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property
- 11 Abuse shall mean
- A) Acts of hurting or injuring mentally or physically by maltreatment or ill-use
 - B) Acts of forcing sexual Activity rape or molestation
 - C) Repeated or continuing contemptuous coarse or insulting words or behaviour
- 12 Asbestos
- asbestos shall mean crocidolite amosite chrysotile fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials
- 13 Asbestos Dust
- Asbestos Dust shall mean fibres or particles of asbestos
- 14 Asbestos containing Materials
- Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

The insurance provided by Section I is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Section I Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man

or

B) while temporarily outside these territories

arising out of and in the course of employment by the Insured in the Business

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of

A) costs of legal representation at

1) any coroner's inquest or inquiry in respect of any death

2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of any one Event

1 the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity

2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof

Exclusions to Section I

The indemnity will not apply to legal liability

1 of whatsoever nature directly or indirectly caused by or contributed to by or arising from

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

1) that of any principal

2) accepted under agreement and would not have attached in the absence of such agreement

2 in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community

Extensions to Section I (each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business

B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

C) remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

A) there is no appeal outstanding

B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

A) any director or partner of the Insured £500

B) any Employee £250

Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

1 up to the Limit of Indemnity against legal liability for damages in respect of

- A) accidental Injury of any person
- B) accidental loss of or damage to Property
- C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way

other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of

- A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment

3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

Exclusions to Section 2

The indemnity will not apply to legal liability

1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Insured
 - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

5 A) in respect of loss of or damage to any

| | | |
|---------------------------|---|----------------|
| 1) product supplied | } | by the Insured |
| 2) contract work executed | | |

caused by any defect therein or the unsuitability thereof for its intended purpose

B) for the costs of recall removal repair alteration replacement or reinstatement of any

| | | |
|---------------------------|---|----------------|
| 1) product supplied | } | by the Insured |
| 2) contract work executed | | |

necessitated by any defect therein or the unsuitability thereof for its intended purpose

6 arising from or in connection with

| | | |
|------------------|---|--------------------|
| A) advice | } | provided for a fee |
| B) design | | |
| C) specification | | |

7 arising from or in connection with any

| | | |
|---------------------------|---|----------------|
| 1) product supplied | } | by the Insured |
| 2) contract work executed | | |

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

8 for the costs of remedying any defect or alleged defect in premises disposed of by the Insured

9 for

A) fines or penalties

B) compensation ordered or awarded by a Court of Criminal Jurisdiction

C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 of whatsoever nature directly or indirectly caused by or contributed to by or arising from

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

12 arising out of or in connection with any breach of professional duty

13 arising from work undertaken directly within the avionics and or aviation industry where the claim relates to bodily injury property damage or loss of revenue as a result of aircraft being grounded

14 arising from Abuse

15 arising from the application of heat involving a naked flame or open heat source or use of hot air paint strippers grinders disc cutters or gas space heaters away from the insured's premises

16 Asbestos

for

A bodily injury death disease or illness or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

B accidental loss of or damage to Property arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

C costs of management removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Extensions to Section 2 (each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- | | |
|---|------|
| A) any director or partner of the Insured | £500 |
| B) any Employee | £250 |

3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 Overseas Personal Liability

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

Section 3 Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

Part A

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured

- 2 Part II of the Consumer Protection Act 1987

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply

- A) to fines or penalties of any kind
- B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) where Injury of any person or loss of or damage to Property has occurred
- D) where indemnity is provided by any other insurance
- E) to proceedings consequent upon any deliberate act or omission by
 - 1) the Insured
 - 2) any partner or director of the Insured
 - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- 2 the indemnity will apply only where shown in the Schedule
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Company shall pass notification to an organisation in the UK with which it has an agreement for the provision of legal defence costs services and which shall thereafter administer claims settlement on the Company's behalf

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible, although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value, which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Initially, a notification of any claim or circumstances which might reasonably be expected to produce a claim should be sent to:

Counce O'Hara Company Ltd
11th Floor
82 King Street
Manchester
M2 4WQ

Tel: 0161 833 2100
E mail: info@caunceohara.co.uk

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier, but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Fair Processing Notice

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc which is a member of the RSA Group of companies (the Group). In this information statement 'we', 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically we may collect your electronic information identifier eg Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime

We do not disclose your information to anyone outside the Group except:

- Where we have your permission or
- Where we are required or permitted to do so by law or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions or you would like to find out more about this notice you can write to Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax, HX3 5WA.

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At Counce O'Hara we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy or a claim then please contact Counce O'Hara & Company Limited. Their details are : (FTAO Williams Lea Team – can you avoid the gaps on the below post for postal details ??)

Post:
11th Floor 82
King street
Manchester M2 4WQ

E mail info@caunceohara.co.uk
Telephone 0161 833 2100

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to RSA's Customer Relations Team who will arrange for an investigation on behalf of their Chief Executive. Their contact details are as follows:

Post:
RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Special Endorsement – Employers' Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

This scheme is underwritten by
Royal & Sun Alliance plc (No 93792)
Registered in England and Wales at St Mark's Court, Chart Way, Horsham ,West Sussex RH12 1XL
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority.