TOKIO MARINE HCC

Media Combined Insurance

Media Combined 0324

Policy Wording

Introduction

Welcome to the Commercial Combined & Media Liability Insurance Policy underwritten by Tokio Marine HCC (the **Insurer**).

Tokio Marine HCC is a trading name of HCC International Insurance Company plc, which is a member of the Tokio Marine HCC Group of Companies. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the UK Financial Conduct Authority (FCA) and Prudential Regulation Authority. Registered in England and Wales No. 01575839 with registered office at The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT.

This can be checked on the Financial Services Register at https://register.fca.org.uk/ or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

This **Policy** is intended to cover the **Business** and provides the protection that has been requested by the **Insured**.

As a legal contract between the **Insurer** and the **Insured** it is important that this **Policy** document is checked to ensure that all the details stated in the **Quotation** (issued prior to the production of this document), **Schedule** and **Specifications** (which are attached and form an integral part of this **Policy**) are correct, and that it reflects the **Insured's** understanding of the cover, meets its requirements and is adequate for its needs. If any aspect is unclear, the **Insured** should discuss this **Policy** with its Insurance Adviser or with the **Insurer**.

The **Insured** or the **Insured's** Insurance Adviser must notify the **Insurer** as soon as is reasonably practicable if there is a discrepancy, omission, if the **Insured's** insurance requirements change, or of any significant changes which may affect the insurance provided by this **Policy**.

This **Policy** and the **Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

Notices

Understanding this Policy

This **Policy** must be read in its entirety as Conditions, Exclusions and other limitations apply. The **Insured** must comply with the terms of this **Policy**. Failure to do so may result in refusal or reduction of a claim where that claim has been affected by any failure to comply.

This **Policy** is made up of different classes of insurance, which are set out in separate **Sections** of this **Policy** with specific terms applying to each **Section** separately in addition to general terms applying to all the **Sections**. The cover purchased or not purchased is shown in the **Policy Schedule**.

The **Insured** must immediately notify its Insurance Adviser of any mistake in or a change that needs to be made to this **Policy**.

Notices

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed to:

a. in the case of the **Insured**, either to the **Insured's** last known address or the last known address of the **Insured's** broker;

b. in the case of the **Insurer**, to HCC International Insurance Company PLC at The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT.

Conditions precedent

The **Policy** contains and specifically identifies conditions precedent to **Insurers** liability. Conditions precedent to **Insurers** liability must be fully and strictly complied with and any breach will impact on the **Insureds** ability to make a claim.

Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

Compliance Officer

Tokio Marine HCC

The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT

The Financial Ombudsman Service (FOS)

Should you be dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

Telephone: +44 (0)30 0123 9123 (call charges may apply in the **United Kingdom**) or 0800 023 4567 (calls are free from 'fixed lines' and mobile telephones in the **United Kingdom**)

Website: www.financial-ombudsman.org.uk

The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on http://ec.europa.eu/odr. This platform will direct insurance complaints to the Financial Ombudsman Service. However, you may contact the FOS directly if you prefer, using the details as shown above.

Data Protection Notice

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at https://www.tmhcc.com/en/legal/privacy-policy) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights.

If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal information to:

- our group companies;
- third party services providers and partners who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Notice or notified to you when we collect your personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary;
  - (i) as a matter of applicable law or regulation,
  - (ii) to exercise, establish or defend our legal rights, or
  - (iii) to protect your interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Notice; or
- any other person with your consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request ('DSAR'). You are also entitled to request that your data be corrected in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on your rights is included in our Privacy Notice.

You can opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the right to complain to a data protection authority about our collection and use of your personal information.

Insurance Premium Tax

The premium payable under this **Policy** may be subject to compulsory Insurance Premium Tax, as shown in the **Schedule** and/or on the applicable premium debit note(s) / invoice(s), which shall be payable by the **Insured**.

If the rate or application of Insurance Premium Tax changes during the **Period of Insurance** and any premium payable during the **Period of Insurance** is subject by law to such change or application, then that premium payable by the **Insured** shall incorporate such change or application.

Choice of Law and Jurisdiction

The law of England and Wales shall apply to this contract unless:

a. the parties agree otherwise; or

b. at the date of this contract the **Insured** is a resident of, or if a business has its registered office or principal office in, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply, and the courts of that country shall have exclusive jurisdiction.

Employers' Liability Tracing Office notice

Certain information relating to the **Insureds** insurance Policy, namely:

- the policy number(s),

- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by the **Insured** that the above, named information, provided to the **Insurers** will be processed by the **Insurers**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the **United Kingdom**, to identify an insurer or insurers that provided Employers' Liability Insurance.

Trading Sanctions or Restrictions

The **Insurer** shall not provide cover and or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the **United Kingdom** or the United States of America or Japan.

Insuring Agreement

In consideration of payment of the premium the **Insurer** agrees to indemnify or compensate the **Insured** or otherwise to pay the benefits and compensation stated to the extent and in the manner specified in this **Policy**

provided that:

1) the **Insured** shall be subject to all the terms Conditions, limitations and Exclusions contained in this **Policy**;
2) the **Insurer's** liability shall not exceed the **Sums Insured** or the **Limits of Liability** or any other limits expressed in this **Policy**.

General Policy Definitions

The following definitions shall apply to the whole of this **Policy** unless stated otherwise and wherever these words appear within this **Policy** in **bold** type they shall bear the same meaning throughout this **Policy**.

Average

If at the time of any **Damage** the **Sum Insured** (or any part thereof including sub-limits or **Extensions**) is less than the total value of the relevant property, the **Insured** shall be their own insurer for the difference and shall bear a proportionate share of any related claim in the ratio that such undervalue bears to the relevant **Sum Insured**.

Each **Sum Insured** is separately subject to **Average** unless stated to the contrary.

Bodily Injury

1. Death, injury, disease or illness of any person;
2. Mental injury, mental anguish or shock, which results in an identifiable psychiatric injury.

Buildings

The structure of the **Premises** owned or used by the **Insured** in connection with the **Insured's Business** which unless otherwise declared shall be built mainly of brick, stone, concrete or other non-combustible materials, including:

1. landlords' fixtures and fittings;
2. walls, gates, fences, yards, car parks, outbuildings, annexes, gangways, roads, paved areas, pavements, footpaths and other structures around and relating to the **Premises**;
3. telephone, gas, water and electricity meters, pipes, cables and the like including such property which is underground or in adjoining yards or roadways and which partly or wholly serves to supply the **Premises**, but only to the extent of the **Insured's** responsibility; and
4. security cameras, security lights and intruder alarms or installations, owned or used by the **Insured** and situate on or around the **Premises**.

Business

Only as stated in the **Schedule**.

Business Hours

The normal working hours of the **Insured's Business** or **Employees**.

Cessation of Business

Any of the following involving the **Insured**:

1. making a composition or arrangement with creditors;
2. having a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986;
3. having an application made under the Insolvency Act 1986 to the court for the appointment of an administrator;
4. having a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed or have a provisional liquidator receiver or receiver and manager of the **Business** or undertaking duly appointed; or

5. have an administrative receiver as defined in the Insolvency Act 1986 appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.

Compensation

Damages imposed by law for which the **Insured** is legally liable including any interest payable and claimant's costs and expenses.

Computer Equipment

All parts of the **Electronic Data** processing equipment including portable **Electronic Data** processing equipment at the **Premises** including hardware, software and any associated input, output or data storage device, networking equipment or back up facility, interconnecting wiring and fixed discs, **Electronic Data** processing media, ancillary equipment solely used in conjunction with the **Electronic Data** processing equipment comprising temperature and environmental control, power supply and voltage regulating equipment, electronic access equipment, and heat, smoke and water detection equipment and protective devices.

Consequential Loss

1. pre-agreed damages or penalties payable under contract;
2. pure economic or financial or in any way related loss not specifically provided for herein; or
3. liability for 1 or 2 above specifically assumed under contract for loss consequent upon **Damage**, which would not have attached in the absence of such contract.

Costs and Expenses

(Applicable only to the Employers' Liability, Public Liability or Products Liability **Sections** of this **Policy**)

All costs and expenses incurred with the written consent of the **Insurer** in respect of a claim or likely claim against the **Insured** or representative of the **Insured** at proceedings in any court arising out of any alleged act or omission resulting in a claim which may be the subject of **Compensation** or at any Coroner's Inquest or Fatal Accident Inquiry or in any court, arising out of any alleged breach of statutory duty, which shall form part of and are not in addition to any **Limit of Liability** (unless otherwise stated).**Costs and Expenses** includes those costs and expenses of any director, partner or **Employee** attending court as a witness at the request of the **Insurer** in connection with a claim which the **Insured** is entitled to **Compensation** up to the following rates per person per day on which attendance is required:

1. GBP500 (five hundred pounds sterling) any director or partner; and
2. GBP200 (two hundred pounds sterling) any **Employee**

Criminal Prosecution Defence Costs

1. Health and Safety at Work Act 1974;
2. Consumer Protection Act 1987;
3. Food Safety Act 1990;
4. Disability Discrimination Act 1995;
5. Corporate Manslaughter and Corporate Homicide Act 2007; and
6. A criminal prosecution for manslaughter against an **Employee** arising out of his employment as part of the **Business**.

Damage

Accidental physical loss or destruction or damage.

Defined Perils

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, tempest, flood, escape of water from water tanks, apparatus or pipes, sprinkler leakage, or impact by any road vehicle or animal.

Documents – applicable to Section 13

means digitised data, information recorded or stored in a format for use with a computer, microcode, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, share certificates, stamps or other negotiable paper).

Electronic Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electro-mechanical data processing or electronically controlled equipment and includes programs, software or other coded instructions for the processing and manipulation of data or direction and manipulation of such equipment.

Employee - applicable to Sections 1-12

Any of the following whilst working for and under the control and supervision of the **Insured** in connection with its **Business**:

1. any person under a contract of service or apprenticeship with:
   a) the **Insured**;
   b) any other party who is supplied or hired to the **Insured**;
2. any labour master or labour only sub-contractor or any person supplied by them under a contract for service;
3. any self-employed person working for the **Insured** providing labour only, under a contract for service;
4. any person supplied to the **Insured** under a contract or agreement stipulating that such person will be deemed

to be in the employment of the **Insured** for the period of such contract or agreement;

5. any person participating in any government or otherwise authorised work experience, training, study, exchange or similar scheme;
6. any unpaid person whilst temporarily working for the **Insured**; and
7. drivers and/or operators of plant hired to the **Insured**.

Excess – applicable to Sections 1 - 12

The first amount or time period (stated in the **Specification** as the sum or time period applicable to each **Section** or **Extension**) for which the **Insured** is responsible, which must be exceeded for each and every claim before that claim is payable by the **Insurer**. The **Insurer** will only pay that part of the loss that exceeds the **Excess**, up to the appropriate **Limit of Liability** or **Sum Insured** stated in the **Specification** to that **Section**.

Excess – applicable to Section 13

The first amount paid in respect of each claim as stated in the **Schedule** and is not payable in respect of **Defence Costs and Expenses**. The **Indemnity limit** is additional to the **Excess**.

Extension

The additional cover to any **Section** (if specified in the **Schedule** as purchased and in force) which shall always be subject to the General Policy Conditions and all terms Conditions, limitations and Exclusions specified in that **Section**, and to any specified **Limit of Liability** or **Sum Insured** stated in the **Specification** to that **Section**.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or receives of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Incident

1. **Damage** to the property insured or property used by the **Insured** at the **Premises** for the purpose of the as insured under the Business “All Risks” **Section** or Production Property “All Risks” **Section**;
2. **Damage** to **Computer Equipment** used by the **Insured**, at the **Premises** for the purpose of the **Business**, as insured under the Information Technology **Section** in respect of Increase in Cost of Working or Additional Increase in Cost of Working;
3. Explosion of any boiler or economiser on the **Premises**.

Insured

The person or corporate body named in the **Schedule**, excluding any North American Domiciled Companies or any **Subsidiary** or associated company that is domiciled in the United States of America, its territories or possessions, or Canada including

a. any of their **subsidiary** companies that are in existence at the inception of this **Policy** and have been declared to the **Insurers**;
b. the current or previous partners, directors, principals, members or **Employees** of any firm or company stated in the **Schedule**; and
c. any other person who becomes a partner, director, principal, member or **Employee** of any firm or company stated in the **Schedule**.

Insurer

HCC International Insurance Company PLC.

Intruder Alarm Installation

All the component parts detailed in the manufacturers’ or installers’ alarm specification for the alarm installation used by the **Insured**, including the devices used to transmit or receive signals.

Jurisdiction

means the jurisdiction stated in the **Schedule**. Where no jurisdiction is stated in the **Schedule** then the **Jurisdiction** shall be Worldwide but excluding the United States of America (including its territories and /or possessions) and Canada.

Keyholder

The **Insured** or any person or key-holding company authorised by the **Insured** who:

1. is available at all times to:
   (a) accept notification of faults or alarm signals relating to the **Intruder Alarm Installation**; and
   (b) attend and allow access to the **Premises**; and
2. has been fully trained in the activation, operation or deactivation of the **Intruder Alarm Installation**.

Limit of Liability – applicable to Sections 1-12

The amount stated in the **Specification** as the limit of the **Insurer’s** liability applicable to each claim or series of related claims, including as appropriate the lesser of the **Sum Insured** (or Percentage of the **Sum Insured**), Inner Limit, **Limit of Liability**, Limit, Amount, Total Sum Insured, and in the aggregate, or the Benefit Level, and including any **Costs and Expenses**. The amount recoverable for any Item or **Extension** within a **Section** shall not exceed the amount stated in the **Specification** for that Item or **Extension,** and the **Extensions** shall not increase the **Insurer’s** liability for the **Section** as stated within the **Specification** to that **Section**.

Media Business Services – applicable to Section 13

those services as stated in the **Schedule** under the heading "**Media Business Services**" or "business description"

Money

Physical cash, bank and currency notes, cheques and girocheques (other than blank or partly completed cheques and girocheques), travellers cheques, bankers drafts and giro drafts, postal orders, money orders, national savings certificates and premium bonds, current postage and revenue stamps, unexpired units in franking machines, trading stamps, national insurance stamps (whether affixed to cards or otherwise), national savings and holiday with pay stamps, gift tokens and bills of exchange, consumer credit vouchers, luncheon vouchers and VAT purchase invoices, travel tickets, travel warrants, phone cards, credit charge cards, oyster cards and top-up cards for employee restaurants, all belonging to the **Insured** or for which the **Insured** has accepted responsibility.

Period of Insurance

The period of cover as stated in the **Schedule**.

Phishing

Any access or attempted access to data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever, by means of misrepresentation or deception.

Policy

This **Policy** wording, the **Quotation**, the **Schedule**, the **Specification** and any subsequent variation or endorsement agreed by the **Insurer**.

Pollution

Discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the atmosphere, air, land (including buildings or other structures thereon) or any water course, surface water, ground water or body of water.

Premises

The premises as stated in the **Schedule**.

Product

Any commodity, article, goods or item manufactured, sold, supplied, hired out, repaired, serviced, altered, upgraded, installed, erected, processed, tested, treated, stored or transported by the **Insured** and no longer in the custody or under the control of the **Insured** or any **Employee** but excluding food and/or drink supplied for consumption whilst on the **Premises**.

Quotation

The quotation form provided by the **Insurer** which forms part of this **Policy**.

Responsible Person

The person authorised and appointed by the **Insured** to be responsible for the security of the **Premises**.

Schedule/Specification

The **Schedule** and **Specification** (or any replacement) specifying the coverage and limits insured.

Section

Each part of this **Policy** that details the insurance cover provided (which shall be operative only if specified in the **Schedule** as purchased and in force). Each **Section** of cover shall always be subject to the General Policy Conditions and all Conditions, limitations, Exclusions and terms specified in that **Section**, and to any specified sub-limit or **Limit of Liability** or **Sum Insured**. The **Insurer's** liability for any **Section** shall never exceed that stated in the **Specification** to that **Section**.

Subsidiary

Any company as defined in section 1159 of the Companies Act 2006.

Sum Insured

The sum specified as the sum insured in the **Specification**.

Terrorism

An act, or threat of an act, by any person or group of persons, whether acting alone or on behalf or in connection with any organisation or government that:

a. is committed for political, religious, ideological or similar purposes; and

b. is intended to influence any government or to put the public or any section of the public in fear; and

c.

   i. involves violence against one or more persons, or

   ii. involved **Damage** to property; or

   iii. endangers life other than that of the person committing the action; or

   iv. creates a risk to health or safety of the public or a section of the public; or

   v. is designed to interfere with or to disrupt an electronic system.

Unattended Vehicle or Trailer

Any vehicle or trailer that is not under observation, such that attempts to interfere with it may not be observed with reasonable prospects of preventing any unauthorised interference.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unoccupied

*(*when referring to **Buildings** or part of any **Buildings**)

Empty or not in use by the **Insured** or any tenant of the **Insured** or in which the **Insured** does not nor intends to have authorised persons present during **Business Hours**.

Further, throughout this **Policy**:

Words with capitalised first letters are defined in, applicable to and bear the same meaning throughout this **Policy** or the **Section** in which they appear, or the **Schedule** or **Specification**, or as the context requires;

The singular includes the plural and vice versa, and the masculine includes the feminine and gender neutral;

“Including” and “includes” mean without limitation;

Any obligation or payment owed by the **Insurer** shall in every case be subject to the **Limits of Liability** or **Sums Insured** specified in the **Specification**;

Any reference to legislation includes any similar or related law, ordinance or regulation, any amendments, and any rules or regulations or executive orders issued thereunder, or by agencies or similar bodies thereof;

Any reference to a regulatory or investigative or other state or local governmental body includes any similar or related agency or body;

The descriptions in the headings and subheadings of this **Policy** are solely for convenience and form no part of the terms and Conditions of coverage;

All or part of any provision of this **Policy** which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable.

General Policy Conditions

The following conditions shall apply to all **Sections** of this **Policy** other than where specifically amended.

General Application of Policy Conditions

Each **Section** and **Extension** of cover (if specified as operative in the **Schedule** or **Specification**) shall always be subject to the General Policy Conditions and all terms Conditions, limitations and Exclusions specified in that **Section** [as applicable], and to any specified **Limit of Liability** or **Sum Insured**. No **Section** or **Extension** will increase the **Insurer’s** liability over that stated in the **Specification** applicable to that **Section** or **Extension**.

Adjustment

If any part of the premium is shown in the **Schedule** as being adjustable, the **Insured** shall within 1 (one) month of the expiry of the **Period of Insurance** or such further period as the **Insurer** may allow provide such details as the **Insurer** may reasonably require and the premium for such period shall be adjusted accordingly, subject to any minimum premium that may be required.

If any part of the premium is calculated on estimates provided by the **Insured,** the **Insured** shall keep accurate records containing all relevant particulars and shall permit the **Insurer** or its representatives to inspect such records at any time on reasonable notice.

Assignment

This **Policy** (including any benefits it provides) is not assignable to any third party without the express approval of the **Insurer** confirmed in writing by the **Insurer**.

Average

Each **Sum Insured** is separately subject to **Average**.

Cancellation

a) by the **Insured**

The **Insured** can cancel this **Policy** during the **Period of Insurance** by giving notice to their Insurance Adviser.

If the **Insured** gives such notice of cancellation, the amount of return premium that the **Insurers** will return to the **Insured** will depend on:

i) how long this **Policy** has been in force, and

ii) whether a claim has been made under this **Policy** or there is a known potential claim or accident, incident or circumstance likely to give rise to a claim under this **Policy**.

If the **Insured** cancels this **Policy** and a claim has not been made under this **Policy** and there is no known potential claim or accident, incident or circumstances likely to give rise to a claim under this **Policy**, the **Insurers** will return a share of the premium paid which shall be calculated as follows:

i) where this **Policy** has been in force for a period up to but not exceeding 55 (fifty-five) days from

the start date as shown in the **Period of Insurance**, the **Insurers** shall retain 15% (fifteen percent) of the **Premium** paid (including the applicable Insurance Premium Tax);

ii) where this **Policy** has been in force for a period greater than 55 (fifty-five) days but less than 311 (three hundred and eleven) days from the start date as shown in the **Period of Insurance**, the **Insurers** shall retain that proportion of the **Premium** paid (including the applicable Insurance Premium Tax) that relates to the period this **Policy** has been in force; or

iii) where this **Policy** has been in force for a period of 311 (three hundred and eleven) days from the start date as shown in the **Period of Insurance**, there shall be no return of **Premium** payable.

However, there will be no refund of **Premium** if:

i) a claim has been made under this **Policy** or there is a known potential claim or accident, incident or circumstance likely to give rise to a claim, or

ii) this **Policy** is subject to a minimum and deposit premium as shown in the **Schedule** or **Specification**.

b) by the **Insurers**

the **Insurers** may cancel this **Policy** if:

i) the **Insured** provides any information that proves to be inaccurate or incomplete (see Fair Presentation of Risk Condition in this **Policy**), or

ii) there is a change or variation in the risk which means:

- the **Insurers** can no longer provide the insurance cover under this **Policy** and the **Insurers** will cancel this **Policy** by giving You thirty (30) days' written notice via Your Insurance Broker. The cancellation will take effect thirty (30) days after the day the **Insured** is notified of the cancellation and the **Insurers** shall return the **Premium** paid for the unused **Period of Insurance**; or
- the extent of the change or variation makes the risk unacceptable to the **Insurers** and the **Insurers** cannot continue to insure the **Insured** for any further period, the **Insurers** will cancel this **Policy** by giving the **Insured** immediate notice via their Insurance Broker. The cancellation will take effect on the day the **Insured** is notified of the cancellation and the **Insurers** shall return the **Premium** paid for the unused **Period of Insurance**.

In accordance with the Fair Presentation of Risk Condition, the **Insurers** may not pay any claim where the claim arises from or relates to or is contributed to by a change or variation in risk.

However, if the **Insured** makes a fraudulent claim under this **Policy** by recklessly or deliberately providing false information then the **Insurers** shall cancel this **Policy** with immediate effect from the date the fraud was committed, and the cancellation shall be in writing to the **Insured** via their insurance broker.

Criminal Prosecution Defence Costs

In respect of any **Criminal Prosecution Defence Costs:**

a) the **Insurer** at its sole discretion may require the opinion of Counsel as to whether or not such legal fees and expenses should extend or continue to extend to support such defence;

b) the **Insurer** shall not be responsible for any legal fees or expenses incurred following receipt of a Counsel's opinion advising that there is no reasonable defence to the prosecution;

c) the choice of Counsel is at the **Insurer's** sole discretion;

d) the **Insurer's** liability shall operate over and above any more specific insurance held by the **Insured**;

e) in the event that 2 (two) or more **Sections** of this **Policy** may respond to a prosecution brought under any of the specified Acts, only one limit (as specified in (h) below) will apply to any one prosecution for each Act that is defended;

f) no sum shall be payable in respect of any liability for any fines, penalties, pre-agreed damages, punitive damages or exemplary damages or prosecution costs awarded against the **Insured**;

g) in the event of any wilful concealment by the **Insured** at any time of any fact or matter in any way that is detrimental to the defence of a claim insured under this **Extension**, then this **Extension** shall not apply and the **Insurer** may recover from the **Insured** all fees and expenses that it has paid to the **Insured** in respect of **Criminal Prosecution Defence Costs**; and

h) in respect of the Acts set out in 1-4 of **Criminal Prosecution Defence Costs** the **Limit of Liability** shall be GBP250,000 (two hundred and fifty thousand pounds sterling) and in respect of 5 and 6 of **Criminal Prosecution Defence Costs** (involving manslaughter) shall be GBP5,000,000 (five million pounds sterling), any one prosecution and in the aggregate in the **Period of Insurance**.

Duties of the Insured – applicable to Sections 1-12

The **Insured** shall:

1. observe and comply with all laws, obligations and requirements (whether statutory, local, common law or otherwise);
2. maintain the **Buildings**, machinery and equipment and everything used in connection with and concerning the **Business** in efficient and safe working order;
3. as soon as possible after discovery to make good or remedy any defect or danger and take such additional precautions to prevent loss, **Damage** or liability or

further loss, **Damage** or liability as the circumstances may require;

4. take all reasonable precautions:

   a) to prevent any event which may give rise to liability under this **Policy**; and

   b) in the selection and supervision of **Employees** and external contractors.

Fair Presentation of Risk

The **Insured** must take care to give accurate and complete information relating to the insurance provided by this **Policy** and is required to make a fair presentation of the risks that are or would be insured under this **Policy**.

A fair presentation of the risks means that, in addition to answering any questions asked, the **Insured** must:

1. disclose to the **Insurer** every material fact or circumstance which the **Insured** know or ought to know or, failing that, sufficient information to alert the **Insurer** of the need to make further enquiries;
2. make such disclosure in a reasonably clear and accessible manner; and
3. ensure that, in such disclosure, any material representation as to a matter of fact is substantially correct, and a matter of expectation or belief is made in good faith.

A circumstance is material if it would influence the **Insurer's** judgement (as a prudent underwriter) in determining whether to take the risk and, if so, on what terms. If the **Insured** is in any doubt as to whether a circumstance is material, then the **Insured** should disclose it.

If the **Insured** becomes aware that the information the **Insured** has given to the **Insurer** is inaccurate or incomplete or the **Insured** has any particular concerns about any of the information the **Insured** have provided or should provide, before or after the start date of this insurance as shown in the **Period of Insurance**, then the **Insured** must advise the **Insured's** Insurance Adviser**.**

If the information the **Insured** has given the **Insurer** in relation to this insurance proves to be inaccurate or incomplete, then the **Insurer** may:

1. amend the terms of this **Policy**, which may be applied as if they were already in place prior to any claim where the validity of that claim was impacted by the inaccurate or incomplete information, or
2. reduce the amount the **Insurer** pay on a claim in the proportion the premium paid bears to the premium that the **Insurer** would have charged the **Insured** had the information not been inaccurate or incomplete, or
3. treat this **Policy** as if it never existed, which means no claims will be paid and the **Premium** paid under it will be returned. This will only be done if this insurance would not have been provided if the information given had not been inaccurate or incomplete.

If the **Insurer** establishes that the **Insured** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this **Policy**, the **Insurer** will treat this insurance as if it never existed for the **Period of Insurance**, which means no claims will be paid and the **Insurer** will not return the **Premium**. If this happens the **Insurer** will advise the **Insured** in writing to the **Insured's** address shown in the **Schedule**.

If the **Insured** becomes aware that any information it has provided is inaccurate, or if its insurance requirements change, the **Insured** must inform its Insurance Adviser as soon as practicable.

If:

1. the information the **Insured** has given the **Insurer** in relation to this insurance changes, or
2. there is any significant change in or variance of the risk,

before or during the **Period of Insurance**, then the **Insured** must notify the **Insurer** in writing as soon as practicable as it may result in:

a. the **Insurer** applying different terms; and/or

b. a claim not being paid (in whole or in part); and/or

c. it being determined that this **Policy** is no longer suitable to meet the **Insured's** needs.

The **Insured** must make a fair presentation of the risks to the **Insurer** if there is any significant change in or variance of the risk before or after the start date of this insurance.

The decision to impose additional terms will be at the absolute discretion of the **Insurer** and will be based upon what the **Insurer** would have done had a fair presentation of risk been made and will be notified in writing to the **Insured's** Insurance Adviser.

In the event that any loss relates to Property Insured by the Business "All Risks" **Section** or the Information Technology **Section** and the **Insurer** charges an additional premium then it is at the **Insurer's** discretion whether to pay to the **Insured** the value of the Property Insured at the time of any **Damage** or at the **Insurer's** option reinstate or replace such Property Insured or any part of the Property Insured.

Fraud

If the **Insured** dishonestly or recklessly makes any claim, the **Insurer** shall not be liable to pay that claim and the **Insured** shall repay to the **Insurer** any sums already paid by the **Insurer** in respect of that claim. The **Insurer** may cancel this insurance from the date of the fraudulent act on written notice to the **Insured** and will not be liable for any claims after the fraudulent act, and will not return any premium.

International Sanctions

The **Insurer** will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the **Insurer** (or any parent company, direct or indirect holding company of the **Insurer**) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the **Insurer**), arising out of any trade and economic sanctions laws or regulations which are applicable to it.

Limit of Liability – applicable to Sections 1-12

The liability of the **Insurer** for **Compensation** payable under any one **Section** (or Item or Sub-Section therein) or **Extension** for any one claimant or number of claimants in respect of or arising out of any one occurrence or series of claims arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the appropriate **Limit of Liability** stated in the **Specification** to the relevant **Section**.

Non-Invalidation Applicable to Sections 1-12

The insurance provided by this **Policy** shall not be prejudiced by any act or omission unknown to or beyond the control of the **Insured** whereby the risk of **Damage** to property or **Bodily Injury** is increased, provided that the **Insured** upon becoming aware of such act or omission shall as soon as practicable give notice in writing to the **Insurer** and pay an additional premium if required and comply with any additional requirements imposed by the **Insurer**.

This Condition shall not apply to:

1. any breach by the **Insured** of its duty of disclosure (including its duty to make a fair presentation of the risk); or
2. any breach by the **Insured** of a condition under this **Policy** which is not a Policy Protection and Maintenance Condition (as set out below).

Other Parties

The **Insured** and the **Insurer** are the only parties to this contract and no other person has any rights to enforce any term of this **Policy**.

Policy Construction and Disputes

Any phrase or word in this **Policy** and the **Schedule** will be interpreted in accordance with the laws of England and Wales. This **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or the **Schedule** or **Specification** shall bear such specific meaning wherever it may appear.

In respect of **Section** 13 only any dispute concerning the interpretation of the terms, conditions or exclusions contained herein is understood and agreed by both the **Insured** and the **Insurer** to be subject to the laws of England and Wales. Each party agrees to refer any such dispute to a mediator to be agreed between the **Insured** and the **Insurer** within 14 (fourteen) working days of any dispute arising under this **Policy**. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

The **Insured** and the **Insurer** agree to perform their respective continuing obligations under this **Policy** while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations. If any such dispute is not resolved by mediation or the **Insured** and the **Insurer** cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be submitted to the jurisdiction of any court of competent jurisdiction within England and Wales and each party agrees to comply with all requirements necessary to give such court jurisdiction.

For dispute resolutions in respect of **Sections** 1-12 please refer to the Arbitration Condition on Page 22.

For dispute resolutions in respect of **Sections** 14 please refer to the Arbitration Condition on Page 115.

Pollution

(Applicable only to Public Liability and Products Liability **Sections**)

Cover will extend to include:

1. a statutory debt or an order issued by a government appointed regulatory enforcement agency for the remediation costs incurred by the regulatory enforcement agency; and
2. primary remediation as defined in the Environmental Damage (Prevention and Remediation) Regulations 2009;

provided that at all times this **Policy** shall not cover any liability in respect of:

1. damage to land, premises, watercourse or body of water whether owned, leased, hired or tenanted or otherwise in the **Insured's** care, custody or control or to any natural resource, organism, species, site of special scientific interest or habitat situated on or in such land, premises, water course or body of water; or
2. complimentary or compensatory remediation as defined in the Environmental Damage (Prevention and Remediation) Regulations 2009.

All **Pollution** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Premium

The **Premium** payable under this **Policy** shall be adjusted in accordance with the relevant **Specification**, including the payment of any Minimum and Deposit Premium which shall be payable as agreed and shall not be returned except in cases of non-fraudulent breach of the Fair Presentation of Risk Condition.

Rights of Third Parties

A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** (unless the **Insurer** has specifically approved such right of enforcement) but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

Subrogation Waiver

(Applicable only to Business "All Risks", Production Property "All Risks", Business Interruption "All Risks", Information Technology "All Risks" **Sections** and the Media Liability **Section**)

The **Insurer** agrees to waive any rights, remedies or relief to which it may become entitled by subrogation against:

1. any company standing in the relation of parent to **Subsidiary**, or **Subsidiary** to parent, to the **Insured**; and
2. any company which is a **Subsidiary** of a parent company of which the **Insured** are themselves a **Subsidiary**.
3. any former or present **Employee** unless the **Insurer** shall have made a payment caused or contributed to by any act or omission of the **Employee** or former **Employee** which was dishonest, fraudulent or malicious or the **Employee** or former **Employee** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission

Subscribing Insurers

The **Insurer's** obligations under this **Policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The **Insurers** are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Premium Instalments via a Finance Provider

Definitions (applicable to this General Policy Condition)

FP

Shall mean a Finance Provider approved by the **Insurer**.

Instalment Credit Agreement

Shall mean the agreement entered into between the **Insured** and the FP enabling the **Insured** to obtain Premium finance from the FP.

Amended Premium Payment Terms and Conditions

It is understood and agreed that by application of this Endorsement the **Insured** has entered into an Instalment Credit Agreement with a FP and consequently the following terms and conditions shall now apply:

1. For the avoidance of doubt any provision contained in this **Policy** where:
   a) there is an inconsistency or conflict between the terms of this General Policy Condition and this **Policy** then the terms of this General Policy Condition shall prevail;
   b) reference is made in this **Policy** (whether expressly or by implication) to the payment of **Premium** this is deemed to include the payment of **Premium** by instalments in accordance with the terms of the Instalment Credit Agreement;
   c) unless otherwise stated the **Premium** shall be deemed to include any Insurance Premium Tax applicable thereon together with any expenses in respect of which finance is provided to the **Insured** by the FP; and
   d) this **Policy** is a contract for the **Period of Insurance** and the **Insured** is responsible for paying the whole of the **Premium** for that period to the **Insurer** or the FP;
2. If any instalment of **Premium** is not received by the **Insurer** or the FP on or before the date specified in the Instalment Credit Agreement (which shall include any 14 (fourteen) days' right of withdrawal from the Instalment Credit Agreement) and the amount outstanding is not paid within 14 (fourteen) days to the FP or the **Insurer** after written notice of non-payment to the **Insured**, the **Insurer** may at their absolute discretion cancel the insurance provided by this **Policy** and the **Insurer** shall be entitled to take such steps as are necessary:
   a) to recover any unpaid **Premium** in respect of the **Period of Insurance** for which cover has been provided pursuant to the terms of this **Policy**; and
   b) to collect **Premium** which upon the expiry of the notice of non-payment of **Premium** under the Instalment Credit Agreement referred to above will be payable in full in respect of the unexpired **Period of Insurance** for which cover will be provided pursuant to the terms of this **Policy**;

   However, if the outstanding **Premium** due is paid in full to the FP or the **Insurer** before the cancellation notice period expires, notice of cancellation will automatically be revoked.
3. In the event that the Instalment Credit Agreement with the FP is terminated all unpaid **Premiums** in respect of the **Period of Insurance** for which cover is provided by this **Policy** shall become due and payable immediately to the **Insurer**;
4. In the event that the **Insured** is notified in writing by the **Insurer** that:
   a) the FP has passed a resolution for its winding up (other than for the purposes of and followed by a solvent amalgamation or reconstruction where the resulting entity is at least as credit worthy as the FP and assumes all the obligations of the FP under the Instalment Credit Agreement) or a Court has made an order to that effect;
   b) the FP has ceased to carry on its business or substantially the whole of its business;
   c) the FP has become or has been declared insolvent or has convened a meeting of or made

or proposes to make any arrangement or composition with its creditors or

d) a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer has been appointed over any of the assets of the FP;

then all unpaid **Premium** in respect of the **Period of Insurance** for which cover is provided by this **Policy** shall become due and payable immediately to the **Insurer**.

5. in the event that any sums are due to the **Insured** those sums may be deducted from any outstanding **Premium** due from the **Insured** under the terms of this **Policy**.

Policy Protection and Maintenance Conditions - (Applicable to Sections 1-12)

The following Protection and Maintenance Conditions shall apply to the Business "All Risks", Production Property "All Risks", Business Interruption "All Risks", Information Technology and Money **Sections** of this **Policy** other than where specifically amended.

Firebreak Doors and Shutters

The **Insured** shall maintain all firebreak doors and shutters at the **Buildings** in efficient working order and keep them free from obstructions at all times.

Fire Protections and Detection Installations and Equipment

The **Insured** shall:

1. maintain all manual and automatic fire detection, signalling devices and systems at the **Buildings** for which they are responsible in an efficient and effective state of operation in accordance with best practice, British Standards or relevant local standards and equipment manufacturers' recommendations where relevant;
2. rectify promptly any faults or defects identified at any time;
3. notify the **Insurer** as soon as practicable of any planned, unplanned or emergency shutdowns of fire alarm or sprinkler systems or any fire suppression systems that are expected to last or have unexpectedly extended beyond 12 (twelve) hours duration;
4. advise the **Insurer** of any proposed changes or alterations to installations for advice and agreement in advance of any work being carried out;
5. in respect of any sprinkler system and related water supplies and alarm system:

   (a) make a test at least once a week for the purpose of ascertaining the condition of:

   (i) the fire brigade connection or off-site constantly attended location (unless the fire brigade have given a written undertaking to carry out this test); and

   (ii) the relevant batteries.

   Where the connection concerned in 5 (a) (i) above is not monitored weekly, this test must be made every weekday (public holidays excepted).

   (b) make tests every week for the purpose of ascertaining that the alarm gongs are in working order and that the stop valves controlling the water supply are fully open;

   (c) operate the electric fire pumps for a minimum of 10 (ten) minutes and diesel fire pumps for a minimum of 30 (thirty) minutes each week and ensure all aspects are maintained in proper working order;

   (d) make half yearly tests of all water flow switches for the purpose of ascertaining that each water supply is in order and record the particulars of each test;

   (e) contract with approved installing engineers providing for the maintenance of and annual inspection of the installation and to obtain from them following each inspection certification that they are in satisfactory working order; and

   (f) not exceed the **Insurer's** prescribed maximum storage heights and minimum permitted clearance distance between the goods stored and the sprinkler deflectors.

Subject to the observance of the above undertaking this **Policy** shall not be invalidated by any defect in any of the said fire protection and detection installations and equipment due to any circumstances unknown to or beyond the control of the **Insured**.

The **Insured** shall allow the **Insurer** to have access to the **Buildings** at all reasonable times and on reasonable notice (usually of not less than 48 (forty-eight) hours) for the purpose of inspection.

Minimum Security Requirements Condition

Damage at the **Premises** caused by theft or attempted theft is not insured unless the following devices for the security of the **Premises** are installed within 30 (thirty) days of the inception date of cover in respect of the Property Insured at such **Premises** under the Business "All Risks" **Section** and/or the Production Property "All Risks" Section and/or the Business Interruption "All Risks" **Section** and/or the Information Technology **Section** of this **Policy** in accordance with the following Specification and all of such devices are put into full and effective operation at night and whenever the **Premises** are closed for **Business** or left unattended.

Specification

1. all external doors of the **Building** together with external doors which give access to any part of the

Building not occupied by the **Insured** must be fitted and secured with one of the following:

(i) a mortice deadlock with box striking plate or a rim lock which in either case conforms to BS3621:1980;

(ii) a 5 (five) or more lever close shackle padlock and locking bar;

(iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swing bolt mortice lock with a box or reinforced / armoured striking plate;

(iv) where double doors are fitted the first leaf should be fitted with either:

(a) flush bolts on the leading edge; or

(b) mortice rack bolts or key operated security bolts;

or as otherwise agreed in writing by the **Insurer**.

NB All bolts should secure the first leaf to the floor and top of the door frame.

The above requirement will not apply to any door or window officially designated as a fire door by a Fire Authority.

These access points should be secured internally by panic bolts or fire exit bolts (capable of opening at all times).

Any additional devices must be approved by the local Fire Prevention Officer.

2. with regard to outward opening doors if the door(s) open(s) outwards each leaf must be additionally fitted with two hinge bolts located inside the existing hinge.

3. all accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or down-pipes must be fitted and secured with key operated window locks.

This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

4. whenever the **Premises** are closed or left unattended:

(i) all keys for safes and doors will be removed from the **Premises**;

(ii) all protection provided for the safety of the Insured Property will be put into effect;

or as otherwise agreed in writing by the **Insurer**.

This Condition has a continuing effect throughout the currency of this **Policy** or any **Policy** substituted therefor.

Security Devices

1. Where any **Intruder Alarm Installation** is installed at the **Premises**:

(a) it shall be maintained in full and efficient working order in accordance with appropriate local code of practice under a contract to provide both corrective and preventive maintenance with the installing company or such other company which is a member of a recognised alarm inspectorate;

(b) no alteration or variation of the system or structural alteration of the **Buildings** which would affect the system shall be made without the written consent of the **Insurer**;

(c) the **Buildings** must not be left without at least 1 (one) **Responsible Person** in attendance without the agreement of the **Insurer**:

(i) unless the **Intruder Alarm Installation** is set in its entirety with the means of communication used to transmit signals in full operation; or

(ii) if the police have withdrawn their response to alarm calls;

(d) all keys and details of any secrecy codes used for the operation of the **Intruder Alarm Installation** are to be removed from the **Buildings** whenever the **Buildings** are left **Unoccupied**, unattended or closed for **Business**;

(e) 2 (two) or more **Key holders** shall be appointed by the **Insured** and written details shall be lodged and kept updated with the alarm company and the police;

(f) in the event of notification of any activation of the **Intruder Alarm Installation** or interruption of the means of communication during the period that the **Intruder Alarm Installation** is set a **Key holder** must attend the **Buildings** as soon as reasonably possible;

(g) in the event of the **Insured** receiving any notification:

(i) that police attendance in response to alarm signals/calls from the **Intruder Alarm Installation** may be withdrawn or the level of response reduced or delayed;

(ii) from a local authority or magistrate imposing any requirement for abatement of nuisance; or

(iii) that the **Intruder Alarm Installation** cannot be returned to or maintained in full working order;

the **Insured** must advise the **Insurer** as soon as possible and comply with any subsequent requirements stipulated by the **Insurer**.

2. At all times outside **Business Hours** or when the **Buildings** are left unattended or **Unoccupied**:

(a) all existing locks, bolts and other protective or security devices; and

(b) any additional security measures required by the **Insurer**;

shall be in full and proper operation.

Unoccupancy Condition

The **Insured** shall as soon as practicable notify the **Insurer** when the **Buildings** or portion thereof become **Unoccupied** for a period exceeding (or likely to exceed) 30 (thirty) days, and when the **Buildings** or portion thereof again become occupied.

In respect of any **Unoccupied Buildings** or portion thereof the **Insured** shall ensure that:

1. all combustible contents including packing materials and packing cases are removed;
2. water, gas and electricity supplies are disconnected except where otherwise agreed with the **Insurer**;
3. all windows, doors and letterboxes are properly secured and ground floor windows boarded-up;
4. the **Buildings** are inspected weekly internally and externally by the **Insured** or **Employees** or representatives of the **Insured** and
    a) records of such inspections are kept; and
    b) all defects in security and maintenance are rectified immediately;

unless otherwise agreed with the **Insurer**.

Works by External Contractors

Any acts or omissions of external contractors (who are not **Employees**) allowed on the **Premises** from time to time for the purpose of minor alterations, minor installations, minor repairs or minor maintenance shall not amount to a breach of a Policy Protection and Maintenance Condition provided that:

1. the external contractors were properly selected and supervised by the **Insured**; and
2. the terms of the contract for carrying out the works do not limit or exclude the **Insured's** right of action against the contractor or otherwise preclude the **Insurer's** right of subrogation.

Policy Claims Conditions (Applicable to Sections 1-12)

The following conditions will apply to all **Sections** of this **Policy** other than where specifically amended.

Admission of Liability

It is a condition precedent to liability under this **Policy** that no admission of liability, promise, payment, compensation, negotiation or settlement of any claim shall be made or given without the **Insurer's** written consent.

Arbitration

If any dispute arises in connection with this **Policy**, the parties will take all reasonable steps to settle it by mediation, jointly selecting a mediator and sending a negotiator to the mediation with authority to agree a settlement. This obligation will not replace any right of the **Insured** to refer any issue to the Financial Ombudsman Service if it is entitled to do so, but if a compromise or settlement is agreed on any issue prior to such referral, the **Insured** shall not be entitled to refer the subject matter of that compromise or settlement to the Financial Ombudsman Service.

Unless otherwise agreed the costs and expenses of any mediation shall be shared equally between the parties.

If the Financial Ombudsman Service is not entitled to investigate and resolve any dispute, any question or difference arising between the **Insurer** and the **Insured** in connection with this **Policy**, or the **Insured** does not wish to use this resolution facility, the parties shall refer such matter to arbitration under ARIAS (UK) Arbitration Rules.

The Arbitration Tribunal shall consist of 3 (three) arbitrators, 1 (one) to be appointed by each party the third to be appointed by the 2 (two) appointed arbitrators.

The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 (twenty-eight) days) after the appointment of the 2 (two) party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The Arbitrators shall be persons (including those who have retired) with not less than 10 (ten) years' experience of insurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 (fourteen) days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 (twenty-eight) days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal may at its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

Unless otherwise agreed, the seat of arbitration shall be London and the proper law of this contract shall be the law of England and Wales.

Claims – Rights of the Insurer

The **Insurer** shall be entitled (whether before or after compensation of the **Insured**) to conduct in the **Insured's** name the handling, investigation, defence or settlement of any claim or to take action to seek recovery or secure compensation from any third party in respect of any claim covered by this **Policy** and shall have full discretion in the conduct and settlement of any such proceedings.

The **Insured** shall at all times provide all information and assistance as the **Insurer** or any person authorised by the **Insurer** shall reasonably require.

The **Insured** shall allow the **Insurer** to access any **Premises** where **Damage** has occurred and to take and keep

possession of or to deal with property in any reasonable manner.

No property may be abandoned to the **Insurer**.

Discharge of Liability

In respect of any one claim or series of claims arising out of one occurrence, which may be payable by the **Insurer** under this **Policy**, the **Insurer** may pay to the **Insured** the specified **Limit of Liability** or **Sum Insured** (after deducting any sums already paid), or any amount within the relevant **Limit of Liability** or **Sum Insured** for which the claim can be compromised, and the **Insurer** will then be under no further liability in respect of such claim or series of claims except for any related **Costs and Expenses** incurred prior to the date of the payment (all subject to the relevant **Limit of Liability** or **Sum Insured** unless otherwise stated).

The **Insurer** shall not be obliged to pay any damages, and/or **Costs and Expenses**, under this **Policy**, or to undertake or continue the defence of any suit or proceeding, after the applicable **Limit of Liability** has been exhausted by such payment and the **Insurer** shall then have the right to withdraw from the further defence thereof without further liability by tendering control of the defence to the **Insured**.

Mitigation

Following **Damage**, an **Incident**, **Bodily Injury** or a loss of licence, that may give rise to a claim under this **Policy**, the **Insured** must as soon as practicable take action to minimise such **Damage**, loss, costs, expenses and avoid interruption or interference with the **Business**.

Notification of a Claim – applicable to Sections 1 to 12 inclusive

The **Insured** shall notify the **Insured's** Insurance Adviser or the **Insurer** as soon as practicable in writing in the event of any:

1. occurrence; or
2. **Incident** or loss of licence;

for which this **Policy** may indemnify or compensate the **Insured**.

A detailed statement of any claim must be submitted within:

(a) 7 (seven) days of any **Damage** by malicious persons, riot or civil commotion, strikers, locked-out workers or persons taking part in labour disturbances;

(b) 30 (thirty) days of the expiry of the Indemnity Period in respect of a loss under the Business Interruption "All Risks" **Section**; or

(c) 30 (thirty) days of the happening of any other occurrence;

or such further time as the **Insurer** may in writing allow.

All relevant and supporting documents held by the **Insured** must be sent to the **Insurer**.

Any and all notifications of **Circumstances** and claims for an indemnity pursuant to the **Policy** of insurance shall be notified to HCC International Insurance Company PLC by either (a) email (b) telephone or (c) first class post.

If by email then such must be addressed to Claims and sent to piclaims@tmhcc.com

If by telephone, please dial the following number and ask for a claims underwriter:

Telephone- +44 (0)20 7702 4700

If by post:

Claims Department, HCC International Insurance Company PLC The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT

Notification to the Police

If theft or attempted theft or **Damage** by malicious persons (including arson) occurs or is suspected, the **Insured** upon discovery must give notice as soon as practicable to the police and all practical steps taken to recover property lost or stolen.

Terms of Settlement

If the **Insurer** elects to repair, reinstate or replace any property, it shall do so as appropriate and shall not be bound to expend more than the relevant **Sum Insured**.

Notification and Claims Conditions – applicable to Sections 13

Claim/Circumstance Notification

As an **condition precedent** to their right to be indemnified under this **Policy** the **Insured** shall inform the **Insurer** as soon as possible and in any event within 28 (twenty-eight) days of the receipt, awareness or discovery during the **Period of Insurance** of:

a. any claim made against them;

b. any notice of intention to make a claim against them;

c. any Circumstance;

d. the discovery of reasonable cause for suspicion of dishonesty or fraud;

provided always that such notification is received by the **Insurer** before the expiry of the **Period of insurance** or, if the **Insured** renews this **Policy** with the **Insurer**, within 7 (seven) days after its expiry.

Such notice having been given as required in b., c. or d. above, any subsequent claim made shall be deemed to have been made during the **Period of Insurance**;

a. shall not, in respect of any of the matters specified in a. to d. above, admit liability, make any offer for or settle any claim, or incur any costs or expenses in connection with any such claim or Circumstance, without the prior written consent of the **Insurer**; and

b. shall, as soon as practicable given the circumstances, give all such information and assistance as the **Insurer**

may require and provide their full co-operation in the defence or settlement of any such claim or relating to the recovery or subrogation process of any settled claim; and

c. shall not destroy evidence, supporting information or documentation without the **Insurer's** prior consent; nor destroy any plant or other property relating to a claim under this **Policy**.

Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim shall be forwarded, unanswered, to the **Insurer** immediately they are received. The **Insured** shall at all times, in addition to their obligations set out above, afford such information to and co-operate with the **Insurer** to allow the **Insurer** to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

Notifications

Any and all notifications of Circumstances and claims for an indemnity pursuant to this **Policy** shall be notified to HCC International Insurance Company PLC by either (a) email (b) telephone or (c) first class post.

If by email then such must be addressed to PI Claims and sent to piclaims@tmhcc.com

If by telephone, please dial the following number and ask for a PI claims underwriter:

Telephone- +44 (0)20 7702 4700

If by post:

PI Claims HCC International Insurance Company PLC The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT

Conduct of Claims

1. Following notification above the **Insurer** shall be entitled at its own expense to take over and within its sole discretion to conduct in the name of the **Insured** the defence and settlement of any such claim.

   Nevertheless, neither the **Insured** nor the **Insurer** shall be required to contest any legal proceedings unless a King's Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) shall advise that such proceedings should be contested.

2. The **Insurer** may, at any time in connection with any claim made, pay to the **Insured** the **Indemnity limit** (after deduction of any sums already paid) or any lesser sum for which, in the sole opinion of the **Insurer**, the claim can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and have no further liability in connection with the claim. For the avoidance of doubt the **Insurer** shall have no liability to pay Defence Costs and Expenses incurred after the date upon which any such payment is made.

3. The **Insured** shall pay the relevant **Excess** and the **Insurers** shall only make a payment under this **Policy** after the applicable **Excess** has been fully paid other than in relation to a payment being made under 2 above.

4. The **Insurer** shall be subrogated to the **Insured's** rights of recovery against any third party(ies) and the **Insured** shall co-operate and do whatever is necessary to secure such rights. If the **Insured** does not comply with this Condition the **Insurer** may deduct any associated additional costs from any payments made under this **Policy**.

5. Duty to Defend

   The **Insurer** has the right and duty to defend the **Insured** against any claim which is covered in its entirety. If the **Insurer** thinks it necessary, they will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. The **Insurer** may appoint the **Insured's** own solicitor but only on a similar fee basis to that offered by the **Insurer's** solicitor and only for work done with the **Insurer's** prior written approval.

   If a claim which is only partially covered is made against the **Insured**, the **Insurer** has the right and duty to defend the **Insured**, with payments for defence costs incurred in relation to any uninsured claim being deducted from the **Insurer's** contribution to any final damages settlement. Irrespective of whether or not the **Insurer** makes any final damages settlement, the **Insured** is liable to reimburse the **Insurer** for defence costs incurred in relation to any uninsured portion of any claim. The defence costs incurred will be reviewed in their entirety and an appropriate allocation should be made between the covered and non-covered defence costs incurred. It is agreed that both the **Insurer** and the **Insured** will use best efforts to determine a fair allocation of covered and non-covered defence costs proportions of a claim. If a fair allocation cannot be agreed the **Insurer** and the **Insured** agree to follow the dispute resolution process in the General Policy Conditions. The **Insurer** has no duty to defend the **Insured** against claims where:

   a. no portion of the claim is covered; or

   b. the **Insurer** pays the indemnity limit under claims condition 2 above; or

   c. the claim is for less than the **Excess**.

Policy Exclusions (Applicable to Sections 1-12 or as otherwise stated)

Communicable Disease

(Not Applicable to the Employers' Liability, Public Liability and Products Liability **Sections**)

Notwithstanding any other provision of this **Policy** to the contrary, this **Policy** does not insure any **Damage**, claim, cost, expense or other sum, directly or in any way arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this Endorsement, **Damage**, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

1) for a Communicable Disease, or

2) any Property Insured hereunder that is affected by such Communicable Disease.

For the purposes of this Exclusion a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

2) the method of transmission, whether direct or in any way, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

3) the disease, substance or agent can cause or threaten **Damage** to human health or human welfare or can cause or threaten **Damage** to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This Exclusion applies to all coverage Extensions, additional coverages, exceptions to any Exclusion and other coverage grant(s).

Contribution

The **Insurer** will not pay any claim if any **Damage** or liability covered under this **Policy** is also covered under any other insurance, to the extent of that other coverage.

Coronavirus and Covid-19 Exclusion

The following exclusion is added to **Sections** 7 and 8 of the **Policy** if shown as applicable in the **Schedule**

This **Section** does not provide indemnity in respect of liability arising out of or in any way connected with the presence of or exposure to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof and/or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

Date Recognition

The **Insurer** shall not be liable under this **Policy** for any:

1. claim resulting from **Damage** directly or in any way caused by or consisting of or arising;

2. liability of whatsoever nature directly or in any way caused by or contributed to by or arising;

3. proceedings that result directly or in any way; or

4. additional expenditure arising directly or in any way;

from the failure of any computer or data processing equipment or media or microchip or integrated circuit or similar device or any computer software whether the property of the **Insured** or not to:

(a) correctly recognise any date as its true calendar date;

(b) capture, save, retain or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or

(c) capture, save, retain or correctly to process the data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date;

but this shall not exclude (other than in respect of liability or proceedings as stated above) claims resulting from subsequent **Damage** not otherwise excluded which itself results from a **Defined Peril** as stated in the relevant **Sections**.

Excess

The **Insurer** shall not be liable under this **Policy** for the **Excess**, which shall always be payable by the **Insured** in respect of every claim. The **Excess** shall be deducted from each and every claim paid or settled under this **Policy**. The Indemnity limit is additional to the **Excess**.

Fines and Penalties

The payment of, or the costs associated with, the imposition of any:

1. fines, penalties, civil sanctions (where civil sanction is any sanction imposed by a regulatory authority including civil sanctions as defined by the Regulatory Enforcements and Sanctions Act 2008) or pre-agreed damages; or

2. punitive or exemplary damages.

Northern Ireland

(Applicable only to the Business “All Risks”, Production Property “All Risks”, Business Interruption “All Risks”, Information Technology, Money and Production Indemnity “All Risks” **Sections)**

This **Policy** does not cover **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of riot, civil commotion, and (except in respect of **Damage** by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

Nuclear

This **Policy** does not cover **Damage** to any property whatsoever or any claim or expense resulting or arising from any **Consequential Loss** or from any legal liability directly or in any way 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; or
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

provided that in respect of the Employers' Liability **Section** this Exclusion shall only apply where the **Insured** has contractually:

(a) undertaken to indemnify another party; or

(b) assumed liability which would not have attached in the absence of such contract.

Pollution

(Applicable only to the Business "All Risks",", Business Interruption "All Risks", Information Technology and Production Indemnity "All Risks" **Sections**,**)**

This **Policy** does not cover **Damage** caused by **Pollution** to property insured other than caused by:

1. **Pollution** which itself results from a **Defined Peril**; or
2. any **Defined Peril** which itself results from **Pollution**.

in respect of the Production Property "All Risks" **Section** of this **Policy** 1 and 2 above do not apply subject to a maximum **Insurer's** liability of GBP 500,000 (five hundred thousand pounds sterling)

Property Cyber and Data Endorsement

1. Notwithstanding any other provision of this **Policy** or any endorsement thereto, this **Policy** excludes any:
   a) Cyber Loss, unless subject to the provisions of paragraph 2;
   b) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or in any way caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, Conditions, limitations and Exclusions of this **Policy** or any endorsement thereto, this **Policy** covers **Damage** to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, Conditions, limitations and Exclusions of this **Policy** or any endorsement thereto, should Data Processing Media owned or operated by the **Insured** suffer **Damage** insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this **Policy** excludes any amount pertaining to the value of such Data, to the **Insured** or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This Endorsement supersedes and, if in conflict with any other wording in this **Policy** or any Endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

Cyber Loss

means any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or in any way caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

means:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking

equipment or back up facility, owned or operated by the **Insured** or any other party.

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Data Processing Media

means any property insured by this **Policy** on which Data can be stored but not the Data itself.

Sonic Bang

(Not applicable to the Employers' Liability, Public Liability and Products Liability **Sections**.)

This **Policy** does not cover **Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism

(Not applicable to the Terrorism, Employers' Liability, Public Liability and Products Liability **Sections**).

1. This **Policy** does not cover:

   (a) **Damage** to property; or

   (b) any business interruption loss or that would in the absence of this exclusion be paid under the Business Interruption "All Risks" **Section**;

   resulting from or arising directly or in any way from **Terrorism**.

2. In respect of the Business "All Risks", Production Property "All Risks", Business Interruption "All Risks", Information, Technology, Money and Goods in Transit **Sections** only this **Policy** does not cover **Damage** to property or any business interruption loss resulting therefrom of whatsoever nature directly or in any way caused by, occurring from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism.**

War & Kindred Risks

(Not applicable to the Employers' Liability **Section**)

This **Policy** does not cover **Damage**, loss, cost, expense or liability of whatsoever nature directly or in any way occasioned by or in consequence of or arising out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or nationalisation, confiscation, requisition, seizure or destruction by order of the Government or any Public Authority except destruction by the order of any Public Authority at the time of and for the purpose of preventing the spread of fire or explosion.

Section 1: Business "All Risks" Section (Premises Risk only)

Definitions

All Other Contents

Any property not excluded by this **Policy**.

Contents

Machinery, plant and All Other Contents (other than Stock, **Computer Equipment** and landlord's fixtures and fittings) including tenant's improvements, alterations and decorations belonging to the **Insured** or held by them in trust for which they are responsible and situate at the **Premises**.

Contract Price

The invoice value of the goods sold by the **Insured** to the customer.

Exhibition Property

Exhibits (including demonstration and sample Stock), stands, marquees, furniture, furnishings, display materials, office equipment, stationery and other similar property on the stands.

Inland

On land or any inland waterway within the **United Kingdom** or the European Union.

Property Insured

Buildings, Contents, Stock, Rent and other Items stated in the **Specification** to this **Section**.

Rent

The amount of rent payable by the **Insured** in respect of the lease of the **Buildings**.

Stock

Stock and materials in trade (including work in progress which is the property of the **Insured** or held by them in trust or on commission) for which they are responsible whilst situate at the **Premises**.

Transit

The conveyance of Exhibition Property by the **Insured's** own vehicles including loading and unloading, or whilst being carried on public transport.

The Cover

If any of the Property Insured suffers **Damage** covered by this **Policy** during the **Period of Insurance**, the **Insurer** will pay to the **Insured** the value of the Property Insured at the time of any **Damage** or at the **Insurer's** option reinstate or replace such Property Insured or any part of the Property Insured.

Basis of Settlement

Indemnity Basis

The amount payable for all claims shall be the amount representing the value of the Property Insured at the time of **Damage** or the amount of **Damage** subject to all the terms, Conditions and Exclusions of this **Section** and of the General Policy Conditions and Exclusions except where they are specifically varied herein.

Reinstatement Basis

(Applicable to **Buildings** and Contents excluding personal property of directors, **Employees**, customers or visitors of the **Insured**)

If reinstatement is implemented by the **Insurer** the amount payable shall be calculated on the following basis:

1. where Property Insured is destroyed or lost:
   (a) in respect of **Buildings** the rebuilding cost; or
   (b) in respect of other property its cost of replacement by similar property;
   in a condition equal to or substantially the same as but not better or more extensive than its condition when new.
2. where Property Insured is damaged, the cost of repairing or restoring the damaged portions to a condition equal to or substantially the same as but not better or more extensive than its condition when new.

Subject to the following Reinstatement Basis Special Provisions:

1. where Property Insured suffers partial **Damage** the liability of the **Insurer** shall not exceed the amount that the **Insurer** could have been called upon to pay for reinstatement if such Property Insured had been wholly destroyed;
2. the reinstatement of the Property Insured upon another site may be carried out in any manner suitable to the requirements of the **Insured,** provided that it is commenced and carried out with reasonable despatch, and the **Insurer's** liability shall not exceed the amount of the value of the Property Insured at the time of **Damage**;
3. no payment beyond the amount that would have been payable in the absence of this Basis of Settlement shall be made:
   a. unless reinstatement commences and proceeds without unreasonable delay;

b. until the cost of reinstatement shall have been actually incurred; and

c. where the Property Insured is at the time of **Damage** insured by any other insurance effected by or on behalf of the **Insured** if it is not upon the same basis of reinstatement;

4. If at the time of reinstatement, the sum representing 85% (eighty-five per cent) of the cost that would have been incurred in reinstatement if the whole of the property covered by such Item exceeds the **Sum Insured** at the time of such **Damage** occurred, then the amount payable by the **Insurer** in respect of such **Damage** shall be proportionately reduced.

Extensions

Architects', Surveyors', Engineers' Legal Fees

This **Extension** covers architects', surveyors', legal and consulting engineers' fees necessarily and reasonably incurred in the reinstatement of the Property Insured consequent upon **Damage** but not for preparing any claim.

Automatic Reinstatement

All or part of the **Sum Insured** that is reduced by the amount of any payment as a result of **Damage** shall be reinstated, upon payment by the **Insured** of the additional premium charged by the **Insurer** therefor proportionately for the period between the date of the **Damage** to the date of expiry of the **Period of Insurance**.

In respect of theft losses, this **Extension** shall only apply to the first claim.

Capital Additions or Acquisitions

This **Extension** covers in respect of **Buildings** and Contents:

1. alterations, additions and improvements; and

2. newly acquired and or newly occupied property anywhere in the **United Kingdom** provided that it is not otherwise insured;

provided that the **Insured** advises the **Insurer** on the last day of each quarter of all such alterations, additions and improvements during that quarter and their acquisition cost at the date of acquisition and to pay the appropriate additional premium on the amount of all increases advised.

Contract Price

Where a contract between the **Insured** and their customer has been cancelled due to **Damage** to the goods to be supplied under that contract, the **Insurer** will pay the **Insured** the Contract Price as settlement for goods that have been sold but not delivered and for which the **Insured** remains responsible.

Customers' Goods

This **Extension** covers customers' goods at the **Premises**, subject to the **Insured** having agreed with their customers' that they will accept responsibility for **Damage** to goods belonging to such customers or for which those customers may be legally responsible which may be left in the **Insured's** care for storage or despatch or otherwise temporarily in the **Insured's** custody.

All such goods shall be held to be insured by this **Section** as Stock except insofar as they shall be more specifically insured under any other policy.

Day One Uplift

(Non-adjustable)

If agreed and specified in the **Specification** or by endorsement to this **Section**, this **Extension** includes the percentage uplift stated in the **Specification** to this **Section** which shall be applied to the Declared Value for **Buildings** and Contents.

This **Extension** is subject to the following Definition and Conditions and any additional premium that may be required:

Definition

Declared Value shall mean the **Insured's** assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraphs 1 and 2 of the Reinstatement Basis, Basis of Settlement, at the level of costs applying at the commencement of the **Period of Insurance** but ignoring inflationary factors which may operate subsequently and making due allowance for:

1. the additional costs of reinstatement to comply with European Union legislation or public authorities' requirements;

2. professional fees; and

3. debris removal costs other than for Stock.

Conditions

On or before the commencement of the **Period of Insurance**, the **Insured** shall notify the **Insurer** of the Declared Value of the Property Insured for the said Item(s).

In the absence of such declaration the last amount declared by the **Insured** shall be taken as the Declared Value for the ensuing **Period of Insurance**.

The following Special Condition shall replace Special Condition 4 of the Reinstatement Basis, Basis of Settlement:

4. each Item under this Condition is declared to be separately insured subject to the following Condition of Average: if at the time of **Damage,** the Declared Value of the Property Insured covered by such Item is less than the cost of reinstatement at the commencement of the **Period of Insurance**, then the **Insurer's** liability for any amount insured shall be limited to that proportion which the Declared Value bears to such cost of reinstatement.

Designation

For the purpose of determining where necessary the **Section** or **Extension** under which any of the property is insured, the **Insurer** will accept the designation of such property by the **Insured** in its records.

Drain Clearance

This **Extension** covers the costs and expenses necessarily incurred in clearing drains, sewers and gutters at the **Premises** of the **Insured** following **Damage**.

European Union and Public Authorities

This **Extension** covers the additional cost of reinstatement for **Buildings** and Contents incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any Public Authority or to comply with European Union legislation as a result of **Damage** excluding:

1. the cost of such compliance:
    (a) in respect of **Damage** occurring prior to the commencement of this **Section**;
    (b) in respect of **Damage** not insured by this **Section**;
    (c) under which notice has been served upon the **Insured** prior to the happening of the **Damage**;
    (d) for which there is an existing requirement which has not at the date of the commencement of this **Policy** been implemented; and
    (e) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the damaged property.
2. the additional cost that would have been required to make good the damaged property to a condition equal to its condition when new had the necessity to comply with such regulations, bye-laws and stipulations not arisen; and
3. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by reason of such compliance

provided that:

1. the work of reinstatement is commenced and carried out with reasonable despatch and in any case must be completed within 12 (twelve) months after **Damage** or within such further time as the **Insurer** may allow in writing;
2. if the liability of the **Insurer**, other than as covered under this **Extension**, is reduced by the application of any of the terms and conditions of this **Section** or of this **Policy**, then the liability of the **Insurer** under this **Extension** shall also be reduced proportionately; and
3. such reinstatement may be carried out wholly or partially upon another site, provided that the liability of the **Insurer** under this **Extension** is not increased.

Exhibitions

This **Extension** covers **Damage** to Exhibition Property at any exhibition, seminar, conference, publicity promotions or similar functions attended by the **Insured** in connection with the **Business** anywhere within the **United Kingdom** or whilst in direct Transit Inland to or from such functions

provided that:

1. the **Insurer** shall not be liable for the **Excess** payable by the **Insured** for each and every claim; and
2. the **Insurer** shall not be liable for property more specifically insured elsewhere.

Fire Extinguishing Expenses

This **Extension** covers the reasonable costs incurred by the **Insured** as a result of **Damage** in:

1. refilling fire extinguishing appliances;
2. replacing used sprinkler heads;
3. refilling sprinkler tanks;
4. recharging gaseous flooding systems or water-based suppression systems; or
5. resetting fire alarms.

Garden and Ornamental Features Expenses

This **Extension** covers the costs incurred by the **Insured** for the restoration of gardens and ornamental features as a result of **Damage** caused by any emergency service provided that this **Extension** shall only apply where **Damage** to Property Insured has otherwise occurred and is the subject of a valid claim.

Inadvertent Omission to Insure

This **Extension** covers Property Insured which the **Insured** has inadvertently omitted to notify to the **Insurer,** subject to the payment of an additional premium charged by the **Insurer** on all such Property Insured as from the commencement of this **Section** or from the date of the **Insured's** interest in such Property Insured if it is erected or purchased after the commencement of this **Section**

provided that:

1. it was the **Insured's** intention to insure all Property Insured (other than Stock) in which the **Insured** has any interest;
2. the value of the Property Insured that has been inadvertently omitted shall for the purpose of the condition of **Average** be added to the **Sum Insured** on the Item that the Property Insured relates to or in the case of the Day One Uplift Extension the Declared Value.

Leased and Rented Premises

This **Extension** covers **Damage** to leased or rented premises for which the **Insured** is responsible, including landlords' fixtures and fittings, provided that the **Insurer** shall not be liable for such **Damage** if liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement.

Metered Water

This **Extension** covers the cost for which the **Insured** is responsible in respect of loss of metered water provided that the **Insured** maintains a record of readings from the water authority meter at intervals of not more than 7 (seven) days.

The amount payable in respect of any one of the **Premises** is limited to such excess water charges demanded by the water authority resulting from the escape of water from pipes, apparatus or tanks as a result of **Damage**.

Other Interests

The interests of various parties are noted in this insurance, with the nature and extent of the interest to be disclosed at the time of **Damage**.

Removal of Debris

This **Extension** covers the costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurer** in:

1. removing debris from;
2. dismantling or demolishing;
3. shoring up or propping; or
4. boarding up;

the portion or portions of the Property Insured by this **Section** following **Damage**.

The **Insurer** shall not pay any costs and expenses:

1. incurred in removing debris, except from the site of such Property Insured destroyed or damaged and the area immediately adjacent to such site; or
2. arising from **Pollution** of property or land not insured by this **Section**.

Replacement of Locks

This **Extension** covers the costs of any necessary replacement of all locks at the **Premises** following theft of the keys from any director, partner or **Employee** authorised to hold such keys.

Seventy-Two Hours

Any **Damage** occurring within 72 (seventy-two) consecutive hours and arising from storm, tempest or flood shall be regarded as one claim under this **Policy**.

The **Insured** has the right to select the moment from which the 72 (seventy-two) hour period commences subject to the terms of this **Section** and provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

Temporary Removal

This **Extension** covers **Damage** to:

1. Contents whilst temporarily removed for cleaning, renovation, repair, testing, servicing or other similar purposes anywhere within the **United Kingdom** including whilst in Transit Inland; and
2. documents, manuscripts, business books and plans are covered whilst temporarily removed anywhere within the **United Kingdom**

provided that:

(a) the **Insurer** shall not be liable for property more specifically insured; and

(b) the **Insurer** shall not be liable for property held by the **Insured** in trust.

Theft Damage to Buildings

This **Extension** covers **Damage** caused by theft or attempted theft to **Buildings** which is/are not insured by this **Section,** provided the **Insured** is the owner of the **Buildings** or is legally liable for such **Damage**.

Trace and Access

This **Extension** covers the costs necessarily and reasonably incurred by the **Insured** in locating the source of the escape of water from any tank, apparatus or pipe and the subsequent making good of **Damage** caused by such locating.

Transfer of Interest

If at the time of **Damage** the **Insured** shall have contracted to sell his interest in any **Building** insured by this **Section** and such purchase is subsequently completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured by or on behalf of the purchaser against such **Damage**) shall be entitled to the benefit of this **Section** so far as it relates to such **Damage,** without prejudice to the rights and liabilities of the **Insured** or the **Insurer** under this **Section** up to the date of completion.

Exclusions

Excluded Causes

This **Section** does not cover:

1. **Damage** caused by or consisting of:

   (a)

   (i) faulty or defective design, materials or inherent vice, latent defect, gradual deterioration, wear, tear, frost and any other gradually operating cause;

   (ii) explosion occasioned by the bursting of a boiler (unless used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**; or

   (iii) change solely in the water table level;

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

   (b)

(i) corrosion, rust, change in temperature, dampness, humidity, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, or vermin or insects, marring or scratching;

(ii) joint leakage, failure of welds, cracking, fracturing, deformation or distortion;

(iii) collapse of or overheating of boilers, (unless used for domestic purposes only) economisers, super-heaters, pressure vessels or any range of steam and feed piping;

(iv) mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude **Damage** to surrounding property not forming part of the same machine, apparatus or equipment; or

(v) faulty or defective workmanship or operational error or omission on the part of the **Insured** or any **Employee** of the **Insured**;

but this shall not exclude:

(1) such **Damage** which itself results from a **Defined Peril** or from any other cause not otherwise excluded; or

(2) subsequent **Damage** which itself results from a cause not otherwise excluded;

(c) theft or attempted theft of Property Insured:

(i) from any garden, yard or outbuilding;

(ii) from vending, amusement or gaming machines; or

(iii) from any **Unoccupied Buildings**;

(d)

(i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information, clerical error, book keeping, accounting or billing errors or omissions;

(ii) acts of fraud or dishonesty by the **Insured** or by any director or **Employee** of the **Insured**;

(iii) the voluntary parting with title or possession of any property or rights to property;

(e) escape of water from any water tanks, apparatus or pipes when the **Buildings** are **Unoccupied** and not being used for any of the **Business** activities of the **Insured** or any tenant;

(f) malicious damage (other than fire or explosion) when the **Buildings** are **Unoccupied** and not being used for any of the **Business** activities of the **Insured** or any tenant;

(g) subsidence, ground heave or landslip:

(i) occasioned by the settlement or movement of made-up ground or by coastal or river erosion; or

(ii) occurring as a result of the construction, demolition or excavation work, structural alteration or structural repair of any property at the **Premises** or property immediately adjacent to the **Premises**.

The **Insured** shall give immediate notice to the **Insurer** in the event of construction, demolition or excavation work operations being commenced on any adjoining site.

In such event the **Insurer** shall have the right to vary or cancel the cover provided under this **Section** against **Damage** caused by subsidence, heave or landslip.

(iii) arising from the normal settlement or bedding down of new structures;

(iv) commencing prior to the granting of cover under this insurance.

2. **Damage** by wind, rain, hail, sleet, snow, flood or dust to fences and gates or moveable property in the open or in open-sided **Buildings**;

3. **Consequential Loss** except loss of Rent when such loss of Rent is included in the **Specification** to this **Section**;

4. breakage of fixed glass directly or in any way resulting from:

(a) defects in framework, beadings or other fittings;

(b) disfiguration or **Damage** other than fracture extending through the entire thickness of the fixed glass; or

(c) any attempt to remove any fixed glass, change its position or carry out any work on it or its framework, beadings or other fittings.

5. **Damage** in respect of **Buildings** or structures caused by their own collapse or cracking, unless such **Damage** results from a **Defined Peril** and is not otherwise excluded;

6. **Damage** to any Property Insured by fire resulting from its undergoing any process involving the application of heat;

7. **Damage** to any Property Insured (other than by fire) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, cleaning, service or repair;

8. **Damage** to any Property Insured (other than by fire) caused by or consisting of the freezing, solidification or inadvertent escape of molten materials; or

9. **Damage** to any Property Insured where the **Damage** originated prior to the commencement of cover.

Excluded Property

This **Section** does not cover **Damage** to:

1. explosives;

2. fixed glass that is etched or stained or neon, or other electrical light fittings, signs or tubes;
3. vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or satellites;
4. Property Insured whilst in transit unless covered by a specific **Extension** (other than internal movement within the **Buildings** at the **Premises** that does not involve loading and unloading onto or into a carrying conveyance);
5. property or structures in the course of construction or erection and materials or supplies in connection with all such property unless covered by a specific **Extension**;
6. land, piers, jetties, wharves, bridges, tunnels, culverts, excavations, railways, dams or bodies of water other than water which is normally contained within any tank, piping system or other process equipment;
7. livestock, birds, animals, landscapes, growing crops, plants or trees;
8. Property Insured which at the time of the happening of such **Damage** is insured by any other insurance;
9. any property more specifically insured by or on behalf of the **Insured** or by any other **Section** of this **Policy**;
10. jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, paintings, etchings or prints;
11. china, earthenware, marble, statuary or other fragile or brittle objects;
12. portable electronic equipment;
13. **Computer Equipment**; or
14. **Money**.

Conditions

Cessation of Cover

This **Section** shall be terminated upon any **Cessation of Business** unless agreed otherwise by the **Insurer** in writing.

Stock Premium Adjustment Condition

If the Stock **Sum Insured** stated in the **Specification** applicable to this **Section** is on a declaration basis, then the first and annual premiums are provisional, having been calculated on a 75% (seventy five percent) deposit amount, and subject to adjustment at the expiry of the **Period of Insurance.**

The **Insured** shall submit to the **Insurer** a declaration of the **Insured's** Stock amount for each quarter covered by the **Period of Insurance.**

Where no declaration is submitted within 30 (thirty) days after the expiry of each quarter, then the **Insured** shall have been deemed to have declared the **Sum Insured** as the value.

The actual premium shall be calculated on the average amount declared (i.e. the total of the amounts declared divided by the number of declarations) and using the agreed rate(s) applicable throughout the **Period of Insurance.**

If the actual premium is greater than the deposit amount paid the **Insured** shall pay to the **Insurer** the difference.

If the actual premium is less than the deposit amount paid the **Insurer** shall repay to the **Insured** the difference, which shall not exceed 1/3rd (one third) of the deposit amount paid.

Every insurance on such property which covers **Damage** must be on a materially similar wording with this Condition.

Section 2: Production Property "All Risks" Section

Definitions

Geographical Limits

Anywhere in the world.

General Average Contributions

A legal principle of maritime law to which all parties in a sea venture proportionally share any losses resulting from a voluntary sacrifice of part of the ship's cargo to save the whole adventure in an emergency.

Location

means the period of time between leaving the **Premises** for the purposes of the **Business** and return to the **Premises** including any overnight stay between these times.

Production

Any film, video, media production, conference or event for which the **Insured** are undertaking for the purpose of the **Insured's Business** as shown in the **Schedule**.

Property Insured

Technical Equipment, Props, Sets and Wardrobes and Specified Articles all as stated in the **Specification** and all the property of the **Insured** or for which they are responsible.

Props, Sets and Wardrobe

Props, sets, scenery, costumes, models, wardrobe and similar theatrical property owned by the **Insured** or for which they are responsible.

Specified Articles

As described in the **Specification**.

Salvage Charges

Charges which apply in maritime law to compensate a third party in the event of a successful salvage due to a voluntary act by that third party independent of any contract.

Technical Equipment

a) any film, video, projection, sound, recording, lighting, grip, generators, staging post production and ancillary equipment;

b) any property used in connection with conferences, events, festivals and product launches; and

c) property as more fully described in the **Specification** (if applicable);

belonging to the **Insured** or held by them in trust or for which they are responsible.

The Cover

If any of the Property Insured suffers **Damage** covered by this **Policy** within the Geographical Limits during the **Period of Insurance**, the **Insurer** will pay to the **Insured** the value of the Property Insured at the time of any **Damage** or at the **Insurer's** option reinstate or replace such Property Insured or any part of the Property Insured.

Basis of Settlement

(The following Basis of Settlement are applicable as shown in the **Specification**)

Agreed Value Basis

If Agreed Value is provided for in the **Specification** the amount payable shall be the **Sum Insured** stated for that Item which shall be the value accepted by the **Insurer**.

The **Insurer** shall not be liable for more than the relevant **Sum Insured**.

Any Agreed Value is agreed for the purpose of this **Policy** only and no representations are made by the **Insurer** that they are the values which the relevant Items would attain if sold and they should not be relied upon for any purpose but this **Policy**.

The condition of **Average** shall not apply to this Basis of Settlement.

Indemnity Basis

The amount payable for all claims shall be the amount representing the value of the Property Insured at the time of **Damage**.

Reinstatement Basis

If reinstatement is provided for in the **Specification** the amount payable shall be calculated on the following basis:

1. where Property Insured is destroyed or lost its cost of replacement by similar property in a condition equal to or substantially the same as but not better or more extensive than its condition when new;
2. where Property Insured is damaged the cost of repairing or restoring the damaged portions to a condition equal to or substantially the same as but not better or more extensive than its condition when new.

Subject to the following Reinstatement Basis Special Provisions

1. where Property Insured suffers partial **Damage t**he liability of the **Insurer** shall not exceed the amount that the **Insurer** could have been called upon to pay for reinstatement if such Property Insured had been wholly destroyed;

2. the reinstatement of the Property Insured upon another site may be carried out in any manner suitable to the requirements of the **Insured**, provided that it is commenced and carried out with reasonable despatch, and the **Insurer's** liability shall not exceed the amount of the value of the Property Insured at the time of the **Damage**;

3. no payment beyond the amount that would have been payable in the absence of this Basis of Settlement shall be made:

   (a) unless reinstatement commences and proceeds without unreasonable delay;

   (b) until the cost of reinstatement shall have been actually incurred; and

   (c) where the Property Insured is at the time of **Damage** insured by any other insurance effected by or on behalf of the **Insured** if it is not upon the same basis of reinstatement;

4. the **Sum Insured** shown against each item described in the **Specification** will not be less than the new replacement cost of such item.

   For the purpose of this Special Provision the new replacement cost will mean the present valid list price plus the cost of any freight, import duty and installation costs.

   In the event of the insured Item being obsolete the **Sum Insured** should represent the current list price plus the cost of any freight, import duty and installation costs of the nearest equivalent model.

Extensions

Alternative Hire

This **Extension** covers the necessary and reasonable costs involved in hiring alternative Property Insured in the event of **Damage** as insured hereby under this **Section**, including ancillary and transit costs to enable the **Insured** to:

(a) continue shooting; or

(b) to fulfil future commitments;

always provided that the liability of the **Insurer** shall commence from the date of the **Damage** and end when such Property Insured has been repaired or replaced.

This is provided always that the **Insurer's** maximum liability will not exceed the amount shown in the **Specification** in respect of any one accident or series of accidents arising out of any one occurrence.

Automatic Reinstatement

All or part of the **Sum Insured** that is reduced by the amount of any payment as a result of **Damage** shall be reinstated, upon payment by the **Insured** of the additional premium charged by the **Insurer** therefor proportionately for the period between the date of the **Damage** to the date of expiry of the **Period of Insurance**.

In respect of theft losses, this **Extension** shall only apply to the first claim.

Brands and Labels

If branded or labelled merchandise is covered by this **Section** and is damaged the **Insured** may at their option:

1. elect to destroy the salvage; or

2. elect to take all or part of such merchandise at the value established by the terms of this **Section** of this **Policy**;

provided that at the expense of the **Insured**, the **Insured**:

(a) shall stamp 'salvage' on the merchandise or the containers;

(b) shall remove or obliterate the brands or labels only if such stamp removal or obliteration will not **Damage** the merchandise; and

(c) must re-label the merchandise or the containers in accordance with the requirements of the law.

Capital Additions or Acquisitions

This **Extension** covers alterations and additions to the Property Insured

provided that the **Insured** undertakes to advise the **Insurer** on the last day of each quarter of all such alterations and additions and to pay the appropriate additional premium on the amount of all increases advised.

Customs Duty

This **Extension** covers customs' duty payable by the **Insured** in the event that they are unable to produce Property Insured they have imported for the purpose of their **Business** and detailed on the inventory agreed on arrival in consequence of **Damage** to the Property Insured.

Consequential Loss Following Declaration of General Average

This **Extension** covers the reasonable costs necessarily incurred by the **Insured** as a result of delay to the Property Insured whilst in transit caused by the Master of the carrying vessel declaring General Average subject to a maximum of GBP 10,000 in the aggregate during any one Period of Insurance. The **Insured** will bear the first 10% of any payable loss subject to a minimum of GBP 250.

Exhibition Extension

This **Extension** covers **Damage** to Exhibition Property at any exhibition, seminar, conference, publicity promotions and similar functions attended by the **Insured** in connection with the **Business** anywhere within the world or whilst in direct Transit Inland to or from such functions

provided that:

1. the **Insurer** shall not be liable for the **Excess** payable by the **Insured** for each and every claim; and

2. the **Insurer** shall not be liable for property more specifically insured elsewhere.

For the purposes of this **Extension**:

Exhibition Property means any exhibits (including demonstration and sample stock) stands, marquees, furniture, furnishings, display materials, office equipment, stationery and other similar property on the stands.

Fine Arts

This **Extension** covers **Damage** to Fine Arts the property of or belonging to the **Insured** whilst anywhere within the Geographical Limits

provided that:

(a) the liability of the **Insurer** shall not exceed the cost of repairing or restoring the Fine Art to its condition that existed immediately prior to the **Damage** or the cost of replacing the Fine Art whichever is the lesser; and

(b) in the event of **Damage** to Fine Art which forms or is part of a pair or set the measure of **Damage** shall be a reasonable and fair proportion of the total value of the pair or set allowing for the importance of such pair or set but such **Damage** shall not be deemed to mean the total loss of the pair or set.

For the purposes of this **Extension**:

Fine Art shall mean paintings, pictures, tapestries, etchings, and other bona fide works of art including bronzes, marble, porcelain, statuary, rare books, manuscripts, antique furniture, antique silver, rare glass and rare objects of a historical value or artistic merit or of a precious nature.

Involuntary Betterment

This **Extension** covers more extensive replacement Property Insured of a like kind and quality where replacement is not obtainable.

New Property Insured which is as similar as possible to that suffering **Damage** and which is capable of performing the same function is deemed to be new property of a like kind and quality and in no event shall this be considered as a betterment to the **Insured**.

The **Insurer** will also pay the cost of purchasing and installing technologically current Property Insured which is necessitated by the incompatibility between:

(a) new Property Insured installed to replace Property Insured that has sustained **Damage**; and

(b) undamaged existing Property Insured at the same **Premises** or an interdependent premises;

provided that the **Insurer** will only be liable for:

(i) the amount sufficient to enable the **Insured** to resume **Business** operations in substantially the same manner as before the **Damage**;

(ii) the difference between:

1. the highest sales value of the undamaged existing Property Insured at the same **Premises** or an interdependent premises; and
2. the installed cost of the technologically current Property Insured.

Loan Property Insured

This **Extension** covers Property Insured loaned to the **Insured** in substitution of existing Property Insured which is being serviced, maintained, cleaned or repaired.

Marine General Average

This **Extension** will indemnify the **Insured** for General Average Contributions and Salvage Charges whist the Property Insured is being transported by sea between any countries within the Territorial Limits, provided that the Property Insured is otherwise covered for loss or **Damage** under this **Policy** and the liability of the **Insurer** does not exceed the **Sum Insured** for the Insured items**.**

Transit Extension

This **Extension** covers **Damage** to the Property Insured whilst the same is in transit anywhere in the world, always provided that such transits are undertaken in connection with moving the Property Insured to and from the **Insured's Premises** to a location where the **Insured** is undertaking work.

This **Extension** is in addition to the transit cover provided under the Exhibitions and Temporary Removal Extensions

Optional Extensions

(Operative only if stated in the **Specification**)

A. Hired-in Property

This **Extension** covers payments to the **Insured** in respect of:

(a) legal liability for **Damage** to hired-in Property Insured under the terms of the hiring agreement or otherwise to pay compensation for **Damage** to property Insured described in the **Specification**;

(b) legal liability under the terms of the hiring agreement to pay continuing hire charges incurred under the terms of the hiring in agreement in consequence of **Damage** to hired-in Property Insured for which the **Insurer** have admitted liability;

provided that the **Insurer's** maximum liability will:

(i) commence from the date of the **Damage**, and end when such Property Insured has been repaired or replaced,

(ii) not exceed the amount shown in the **Specification** in respect of any one accident or series of accidents arising out of any one occurrence.

B. Hired-out Property

This **Extension** covers **Damage** to Property Insured whilst hired out by the **Insured**, provided always that all such hires remain subject to conditions of hire in line with current industry standards and that such conditions have been lodged with and agreed by the **Insurer**.

The **Insurer** will not exercise rights of subrogation against the hirer where the **Insured's** hire invoice so specifies.

Whenever the Property Insured is hired in for rehire by the **Insured** the hiring conditions will be no less onerous than those under which the **Insured** hired in such Property Insured.

This is provided always that the **Insurer's** maximum liability will not exceed the amount shown in the **Specification** in respect of any one accident or series of accidents arising out of any one occurrence.

C. Mechanical and Electrical Breakdown

Notwithstanding anything contained herein to the contrary this **Extension** covers **Damage** to the Property Insured caused by the Breakdown thereof provided that:

1) all Property Insured is fully maintained in accordance with the manufacturer's instructions;

2) all Property Insured is fully tested in accordance with the industry's highest standards and is deemed to be in good working order prior to the use of the Property Insured; and

3) the **Insurer** shall not be liable under this **Extension** for Breakdown of Property Insured caused by or occasioned through:

   (i) the intentional act or wilful neglect of the **Insured**;

   (ii) wear and tear gradual deterioration, gradually developing defects, corrosion, rust or scratching or chipping of painted or polished surfaces; or

   (iii) any testing, repairing, adjusting, servicing or maintenance operation.

This is provided always that the **Insurer's** maximum liability will not exceed the amount shown in the **Specification** in respect of any one accident or series of accidents arising out of any one occurrence.

For the purposes of this Optional Extension "Breakdown" shall mean damage to an item of Property Insured resulting from the actual breaking, distortion or electrical burn-out of any part of it whilst in use arising from the defects in the item of Property Insured causing the sudden stoppage of its function and requiring its repair or replacement but excluding **Damage** caused by any cause external to the Property Insured.

D. Sub-Limit Restriction

Notwithstanding anything contained herein to the contrary it is understood and agreed that the **Insurer's** maximum **Limit of Liability** in respect of **Damage** to Property Insured occurring away from the **Insured's Premises** shall not exceed:

1) the amount shown in the **Specification** in respect of any one location nor

2) the amount shown in the **Specification** in respect of any one single item of Property Insured

or as otherwise agreed in writing by the **Insurer**.

Optional Conditions

E. Fraudulent Hire

(If shown in the **Specification** as applicable, this Condition will apply)

In respect of **Damage** to **Technical Equipment**, hired out under a standard hire contract, arising as a result of the theft of such **Technical Equipment** by the hirer's deception, It is a condition precedent to liability under this **Policy** that the **Insured** has:

a) obtained and verified at least 2 (two) trade references for each third party hirer; and

b) retained a copy of the third party's letterhead and a copy of at least 2 (two) utility bills for the third party hirer relating to the same premises; and

c) retained a copy of the credit card details of the third party hirer; and

d) only allowed the actual third party hiring company to collect the hired out Technical Equipment and has upon collection taken a copy of the third party hirer's identification and have also taken their photograph.

F. Amended Property in Unattended Vehicle Condition

(If shown in the **Specification** as applicable, this Condition replaces the default Property in Unattended Vehicle Condition below)

It is a condition precedent to liability under this **Policy** that in respect of Property Insured whilst contained in an unattended road vehicle that:

a) all doors, windows and other openings are fully closed and locked whenever the conveying vehicle is left unattended and any property concealed from view wherever possible;

b) between the hours of 21:00 and 06:00 unless the conveying vehicle is on Location it will be:

   i) fully alarmed and the alarm placed in full and effective operation, or

   ii) kept in a locked garage or building or secure compound.

Conditions

Average

The **Sum Insured** by each item of this **Section**, other than Optional Extension - Hired-in Property, is declared to be separately subject to Average.

Property in Unattended Vehicle Condition

It is a condition precedent to liability under this **Policy** that in respect of Property Insured whilst contained in an unattended road vehicle:

a) all doors, windows and other openings are fully closed and locked and, unless the vehicle is a van or is fitted

with a cage, that the Property Insured is situated in an enclosed luggage compartment capable of concealing the Property Insured from view;

and

b) between the hours of 21:00 and 06:00 unless the vehicle is on Location it shall be:

(i) fully alarmed and the alarm placed in full and effective operation; and

(ii) kept in a locked garage or building or security compound.

Technical Equipment Hired Out

It is a condition precedent to liability under this **Policy** that in the circumstances where Technical Equipment is hired out to a third party by the **Insured** without such Technical Equipment being accompanied by the **Insured** or an **Employee** of the **Insured** then a signed hiring agreement:

a) holding the third party hirer responsible for **Damage** caused to such **Technical Equipment**; and

b) showing that the third party hirer will indemnify the **Insured**;

must be obtained by the **Insured**.

Technical Equipment Hired In

It is a condition precedent to liability under this **Policy** that in the circumstances where Technical Equipment is hired in by the **Insured** from a third party, to be used at a third party Location that:

a) a written inventory or checklist accepting responsibility for all Technical Equipment hired in, is in place and signed by the **Insured** upon delivery or receipt; and

b) a full inventory must be taken and signed by a representative of the **Insured** prior to leaving the Location or contract site and before return or collection by the hire company.

Exclusions

Exclusions applicable to Technical Equipment

This **Section** does not cover:

1. loss of use of the Property Insured or any other **Consequential Loss** unless more specifically insured by this Section;
2. **Damage** to:
   (i) light sources and other expendable parts unless accompanied by other **Damage** insured hereby;
   (ii) film, video and sound recording tape whilst contained within any camera, sound or video recording equipment or whilst undergoing any form of processing;
   (iii) film, video and sound recording tape which suffers **Damage** at custom points as a result of exposure by surveillance machines;
3. **Damage** caused by insufficiency or the unsuitability of packing or preparation of the Property Insured;
4. **Damage** recoverable under any guarantee or maintenance, rental, hire or lease agreement;
5. **Damage** caused by:
   (i) the intentional act or willful neglect of the **Insured**;
   (ii) gradually developing defects, cracks, flaws or fractures;
   (iii) experiments involving the imposition of any abnormal conditions on the Property Insured;
6. penalties for delay or detention or in connection with guarantees of performance or efficiency;
7. unaccountable losses discovered on the occasion of stock or inventory checks;
8. the amount of the **Excess**;
9. mechanical or electrical breakdown, wear, tear or gradual deterioration.
10. aircraft, other mechanically propelled vehicles or conveyances, unless full details have been submitted to and accepted by the **Insurers**.

Exclusions applicable to Props, Sets and Wardrobes

This **Section** does not cover:

1. **Damage** directly or in any way caused by or resulting from:
   (a) mechanical or electrical breakdown, wear, tear, gradual deterioration, the process of cleaning, repairing or restoring any article, the action of light or atmosphere conditions, vermin or moth;
   (b) property being worked upon;
   (c) shortage of inventory or any unexplained loss or mysterious disappearance;
   (d) rain, sleet, snow or hail to Property Insured stored in the open;
   (e) short circuit or other electrical damage or disturbance or failure (however this Exclusion does not apply to **Damage** caused by resultant fire or explosion);
   (f) **Consequential Loss**;
   (g) the amount of the **Excess**;
   (h) breakage of property wholly or partly of a brittle nature unless details have been submitted to and accepted by the **Insurer;**
   (i) unsuitability or insufficiency of packing.
2. **Damage** to:
   (a) camera, camera equipment, sound and lighting equipment, grip equipment, portable electrical equipment and generators;
   (b) animals;

(c) currency, money and other negotiable instruments, credit cards, passports, deeds, letters of credit or travel tickets;

(d) permanent buildings or structure (unless specifically constructed in connection with an insured Production);

(e) aircraft, other mechanically propelled vehicles or conveyances unless full details have been submitted to and accepted by the **Insurer**;

(f) film or tape (unless used as a prop in connection with an insured Production); or

(g) jewellery, furs, precious metals, precious stones, curiosities, rare books and works of art collectively in excess of GBP 10,000 (ten thousand pounds sterling) unless details have been submitted to and accepted by the **Insurer**.

Exclusions applicable to Specified Articles

This **Section** does not cover:

1. **Damage** caused by or consisting of:

   (a) mechanical or electrical breakdown or derangement or its own overrunning, short circuiting or self-heating;

   (b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, marring, scratching, vermin or insects;

   (c) depreciation;

   (d) change in temperature, colour, flavor, texture or finish;

   (e) any process of cleaning, dyeing, repairing, restoring, alteration or adjusting;

   (f) atmosphere or climatic conditions or action of light;

   (g) inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design, workmanship or materials;

2. Consequential Loss; or

3. theft where any person in the employ or service of the Insured or members of their family are concerned as principal or accessory.

4. The amount of the Excess.

Section 3: Business Interruption “All Risks” Section

Definitions

Accounts Receivable

The total amount of the balances debited to customers in the **Insured’s** accounts and declared in the statement last given after allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Incident**) to customers’ accounts in the period between the date of said statement and the date of the **Incident**.

Estimated Gross Profit

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

Estimated Gross Revenue

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

Exhibition Property

Exhibits (including demonstration and sample Stock), stands, marquees, furniture, furnishings, display materials, office equipment, stationery and other similar property on the stands.

Gross Profit

The amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with the **Insured’s** normal accounting methods.

Gross Revenue

The money paid or payable to the **Insured** for work done and services rendered in the course of the **Business**.

Indemnity Period

The period beginning with the occurrence of the **Incident** and ending not later than the end of the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected as a result of the **Incident**.

Maximum Indemnity Period

The period stated in the **Specification** to this **Section**.

Rent Receivable

The money paid or payable to the **Insured** for tenancies and other charges for services rendered in the course of the **Business** at the **Premises**.

Specified Illness

Acute encephalitis, acute poliomyelitis, anthrax, chickenpox, cholera, diphtheria, dysentery, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, plague, rabies, rubella, scarlet fever, smallpox, tetanus, tuberculosis, typhoid fever, viral hepatitis, whooping cough or yellow fever.

Trends and Variations

1. Rate of Gross Profit

   The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the **Incident**

2. Annual Turnover (not applicable to Declaration Linked Basis of Settlement)

   The Turnover during the 12 (twelve) months immediately before the date of the **Incident**

3. Standard Turnover

   The Turnover during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the Indemnity Period

4. Annual Gross Revenue (not applicable to Declaration Linked Basis of Settlement)

   The Gross Revenue during the 12 (twelve) months immediately before the date of the **Incident**

5. Standard Gross Revenue

   The Gross Revenue during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the Indemnity Period

6. Annual Rent Receivable

   The Rent Receivable during the 12 (twelve) months immediately before the date of the **Incident**

7. Standard Rent Receivable

   The Rent Receivable during the period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the Indemnity Period

to which such adjustments shall be made where necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the

Business had the **Incident** not occurred so that the adjusted figures shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

Turnover

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

Uninsured Working Expenses

If any charges of the **Business** not insured by this **Policy** have been deducted when calculating the **Sum Insured**, then in computing the amount recoverable as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account (in the ratio that the **Sum Insured** bears to the sum of the **Sum Insured** and the Uninsured Working Expenses as stated in the **Specification** to this **Section**).

The Cover

If the **Business** carried on by the **Insured** at the **Premises** is interrupted or interfered with as a consequence of an **Incident** during the **Period of Insurance,** the **Insurer** will indemnify or compensate the **Insured** in accordance with the provisions stated in this **Section**

provided that at the time of the happening of the interruption of or interference with the **Business** there shall be in force an insurance covering the insurable interest of the **Insured** in the property at the **Premises** against such **Incident** and that:

1. payment shall have been made or liability admitted thereunder; or
2. payment would have been made or liability admitted thereunder but for the operation of a proviso in such insurance excluding liability for losses below a specified amount;

Basis of Settlement

The following Basis of Settlement shall apply only if the paragraph title appears in the **Specification** to this **Section**.

Accounts Receivable

The amount payable as compensation under this Item shall be:

1. loss of Accounts Receivable (being the difference solely due to an **Incident** between the amount of the Accounts Receivable at the date of the **Incident** and the total amount received by the **Insured** in payment of Accounts Receivable during the Indemnity Period); and
2. the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Accounts Receivable which but for that expenditure would have occurred as a result of the **Incident** but not exceeding the amount of reduction in Accounts Receivable avoided.

If the **Sum Insured** by the Item on Accounts Receivable is less than the total amount of the Accounts Receivable, the amount payable shall be proportionately reduced.

Additional Increase in Cost of Working

The amount payable under this Item shall be the further additional expenses beyond those recoverable under Item 2 of the Gross Profit, Gross Revenue or Rent Receivable Basis of Settlement, necessarily and reasonably incurred during the Indemnity Period as a result of an **Incident** for the sole purpose of avoiding or diminishing a reduction in Turnover, Gross Revenue or Rent Receivable, but not exceeding the **Sum Insured** stated in the **Schedule** relating to this cover. At Your option, this may include any overtime payments at the employee's standard rate or any payments for time in lieu.

Declaration Linked

(only applicable if operative in the **Specification** to this **Section**)

If the **Insured** has opted for the Declaration Linked Basis of Settlement, then the insurance provided by Gross Profit or Gross Revenue shall be subject to:

1. Premium Adjustment 1 Condition;
2. Renewal Condition; and
3. Limit of Liability Condition increasing the estimated **Sum Insured** by 33.33% (thirty-three point three three percent).

Gross Profit

The amount payable as compensation under this Item shall be:

1. in respect of a reduction in Turnover, which is the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover as a result of an **Incident**; and
2. the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period as a result of an **Incident** but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction avoided;

less any sum saved during the Indemnity Period in respect of such charges and expenses of the **Business** payable out of Gross Profit as may cease or be reduced as a result of an **Incident**;

provided that if the **Sum Insured** on Gross Profit is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover or to a proportionately increased multiple where the Maximum Indemnity Period exceeds 12 (twelve) months, the amount payable shall be proportionately reduced.

Gross Revenue

The amount payable as compensation under this Item shall be:

1. loss of Gross Revenue being the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue as a result of an **Incident**; and
2. the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period as a result of an **Incident** but not exceeding the amount of the reduction in Gross Revenue avoided

less any sum saved during the Indemnity Period in respect of such charges and expenses of the **Business** payable out of Gross Revenue as may cease or be reduced as a result of an **Incident**;

provided that if the **Sum Insured** on Gross Revenue is less than the Annual Revenue or to a proportionately increased multiple where the Maximum Indemnity Period exceeds 12 (twelve) months the amount payable shall be proportionately reduced.

Increase in Cost of Working

The amount payable as compensation under this Item shall be the additional expenditure (including the cost of removal to and from and the additional rent of temporary premises, additional rates and taxes and expenses incurred in equipping the temporary premises to make them suitable for the **Insured's Business** additional cost in respect of additional staff and overtime and allowances for meals to existing staff) necessarily and reasonably incurred in order to minimise any interruption to or interference with the **Business** during the Indemnity Period but only insofar as such additional expenditure:

a) is not recoverable under any other Item of this **Policy**;

b) is incurred for the sole purpose of avoiding or diminishing the reduction in Turnover/Gross Revenue/Rent Receivable which but for that expenditure would have taken place during the Indemnity Period as a result of the **Incident** but not exceeding either:

   i) the sum produced by applying the Rate of Gross Profit to the amount of the reduction reasonably avoided; or

   ii) the amount of the reduction in Gross Revenue or Rent Receivable reasonably avoided.

Increase in Cost of Working (Computers)

The insurance by this **Section** is in respect of additional expenditure necessarily and reasonably incurred by the **Insured** to:

a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment or Electronic Office Equipment excluding additional expenditure more specifically insured elsewhere in this **Policy**;

b) recompile or restore data or software or replace third party proprietary software

in consequence of an Incident which manifests itself during the **Period of Insurance**.

Definitions applicable to this Basis of Settlement only

1. Approved Maintenance Agreement

An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of breakdown arising out of normal use. The **Insured** shall supply to the Insurer a copy of any such agreement.

2. Breakdown

The actual breaking or failure of any part of the equipment whilst in ordinary use arising from either mechanical or electrical defect causing stoppage of the function thereof which necessitates repair or replacement in order to continue normal working.

3. Computer Equipment

Computer equipment (including fixed disks and interconnecting wiring but not Computer Media) used for electronic processing communication and storage of data the property of the **Insured** or leased hired or rented to the **Insured**.

4. Computer Media

Computer media of all types (other than paper records) the property of the **Insured** or leased hired or licensed to the **Insured**.

5. Electronic Office Equipment

Electronically operated office equipment (other than Computer Equipment) the property of the **Insured** or leased hired or rented to the **Insured**.

6. Incident

a) **Damage** to any item of Computer Equipment at the **Premises** caused by its Breakdown;

b) **Damage** to Computer Media at the **Premises** or at any other premises anywhere in the world including whilst in transit;

c) erasure, destruction, corruption or distortion of software contained or data stored on fixed disks or Computer Media;

d) the failure or fluctuation of the supply of electricity to the Computer Equipment; or

e) the failure of any telecommunication system linked to the Computer Equipment.

Exclusions

The **Insurers** shall not be liable under this Basis of Settlement in respect of:

1. the amount shown in the **Schedule** as the **Excess** in respect of each and every loss;
2. any additional expenditure in consequence of the use by the **Insured** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven;
3. any additional expenditure in consequence of failure to comply with manufacturers' recommendations relating to storage of Computer Media;
4. any additional expenditure commencing more than 12 (twelve) months after the date on which the Incident manifests itself;
5. the costs of rectifying programming errors or design defects in software;
6. (in the case of third party proprietary software only) any additional expenditure in consequence of programming errors or design defects but this Exclusion shall not apply to additional expenditure consequent upon erasure, destruction, corruption or distortion of other software caused by programming errors or design defects in third party proprietary software;
7. the value to the **Insured** of data stored on Computer Equipment or Computer Media;
8. any additional expenditure in consequence of a failure of the public supply of electricity directly or in any way due to:
    i) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system;
    ii) a scheme of rationing not necessitated by accidental damage to the supply authority generating or supply equipment;
    iii) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees;
9. any additional expenditure in consequence of a failure of any telecommunications system directly or in any way due to:
    i) a deliberate act of the telecommunications authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system;
    ii) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees;
    iii) the use by the **Insured** of equipment which is not approved by the telecommunications authority;
    iv) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life;
    v) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite;
10. the cost of rectification or making good wear and tear gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidisation or scratching of painted or polished surfaces but insured damage or additional expenditure in consequence of damage resulting therefrom is not excluded.

Extension

Accountants Fees

The **Insurer** will pay to the **Insured** professional accountants fees necessarily and reasonably incurred in connection with a claim for Additional Expenditure under this **Section** for producing any particulars or any other proofs, information or evidence as may be required under the Claims Condition and reporting that such particulars are in accordance with the **Insured's** books of accounts or other business books or documents provided that the amount payable under this **Extension** and the amount otherwise payable under this **Section** shall in no case exceed the liability of the **Insurer** as stated.

Special Condition

Duplicate Records

The **Insured** shall:

a) back-up data records no less frequently than once every seven days and store such back-up records away from the **Premises**

b) retain duplicate records of software and store such duplicate records away from the **Premises**

c) store all Computer Media in accordance with the manufacturers' recommendations.

Rent Receivable

The amount payable as compensation under this Item shall be:

1. loss of Rent Receivable being the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of an **Incident**; and
2. the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period as a result of an **Incident** but not exceeding the amount of the reduction in Rent Receivable avoided;

less any sum saved during the Indemnity Period in respect of such charges and expenses of the **Business** payable out of Rent Receivable as may cease or be reduced as a result of an **Incident**

provided that if the **Sum Insured** by the Item on Rent Receivable be less than the Annual Rent Receivable or to a proportionately increased multiple where the Maximum Indemnity Period exceeds 12 (twelve) months the amount payable shall be proportionately reduced.

The **Insurer's** maximum liability shall not exceed in addition to the amounts stated in the **Extensions** the **Sums Insured** stated in the **Schedule**.

Payment of a claim under this **Section** shall not reduce the **Sums Insured** except upon written notice by the **Insurers** to the contrary.

Extensions

Alternative Trading

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

Automatic Reinstatement

All or part of the **Sum Insured** that is reduced by the amount of any payment as a result of any **Incident** shall be reinstated, upon payment by the **Insured** of the additional premium charged by the **Insurer** therefor proportionately for the period between the date of the **Incident** to the date of expiry of the **Period of Insurance**.

Customers and Suppliers

For the purposes of this **Section** an **Incident** covers **Damage** to property at the premises of those customers or suppliers who are stated in the **Specification** to this **Section** provided that the **Insurer** shall not be liable for any interruption or interference with the **Business** arising from **Damage** to the property at the premises of the specified suppliers as stated in the **Specification** which does not involve an interruption or interference of at least 72 (seventy-two) consecutive hours.

Denial of Access

For the purposes of this **Section** an **Incident** includes **Damage** to property within the distance from the **Premises** as stated in the **Specification** to this **Section**, which shall prevent or hinder the use of or access to the **Premises** or property of the **Insured** whether the **Insured's** property is damaged or not, provided that:

1. the **Insurer** shall not be liable for **Damage** to the property of any supply undertaking from which the **Insured** obtains gas, electricity, water or telecommunications;
2. the **Insurer** shall not be liable for interruption of or interference with the **Business** arising from **Damage** for the first 8 (eight) consecutive hours of prevention or hindrance.

Departmental

If the **Business** is conducted in departments whose independent trading results are ascertainable, the Basis of Settlement for Gross Profit or Gross Revenue shall apply separately to each department affected by an **Incident**.

Specified Illness and Miscellaneous Contingencies

Definitions applicable to this **Extension**

Specified Incident shall mean:

1. any person who whilst at the **Premises** contracts a Specified Illness, an outbreak of which the local authority has stipulated shall be notified to them;
2. an outbreak of any Specified Illness manifested within the distance, as stated in the **Specification** to this **Section**, from the **Premises**;
3. murder, rape or suicide occurring at the **Premises**;
4. injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided on the **Premises**;
5. any discovery of an organism at the **Premises** likely to result in an occurrence of legionnaires' disease; or
6. the closing of the whole or part of the **Premises** by the order or on the advice of a competent public authority as a result of:
   (a) defects in the drains or other sanitary arrangements at the **Premises**; or
   (b) the **Premises** becoming infested with vermin or pests.

Indemnity Period shall mean the period during which the results of the **Business** shall be affected as a result of any of the Specified Incidents beginning:

1. (in the case of Specified Incident 3) with the occurrence or discovery of the Specified Incident; or
2. (in the case of Specified Incidents 1, 2, 4, 5 and 6) with the date from which the restrictions on the **Premises** are applied and ending not later than 3 (three) months thereafter.

This **Extension** covers interruption of or interference with the **Business** following a Specified Incident which has not resulted in **Damage** during the Indemnity Period

provided that:

1. in relation to any claim arising directly or in any way from an occurrence of legionellosis or legionnaires disease at the **Premises,** the **Insured** will lose their right to compensation or payment for that claim unless they have ensured compliance at all times with the Health Safety Commission Approved Code of Practice 'The Prevention and Control of Legionellosis (including legionnaires disease)' Ref ISBN-0-7176-1772-6 or any supplementary replacement or amending Code of Practice;
2. the **Insurer** shall not indemnify the **Insured** in respect of the costs incurred in cleaning or repair or replacement or recall or checking of property arising

from interruption of or interference with the **Business** following a Specified Incident.

3. the **Insurer** shall not indemnify the **Insured** in respect of any interruption of or interference with the **Business** after the WHO (World Health Organization) makes the assessment that the specific infectious or contagious disease can be characterised as a pandemic.

Notwithstanding anything contained herein to the contrary for the purposes of this **Extension** the Communicable Disease Policy Exclusion is deemed not to apply to this **Extension**.

Exhibition Loss of Expenses

Definitions application to this **Extension**:

Exhibition Loss of Expenses shall mean expenses directly incurred in connection with the exhibition including advertising, printing, stationery, charges for space and services, hire of stand, transport charges and the cost of installing stands, fittings and exhibits.

This **Extension** covers Exhibition Loss of Expenses sustained by the **Insured** as a result of **Damage** to:

1. any building, stand, marquee or similar erection or other property or any part thereof used by the **Insured** at the exhibition premises;
2. Exhibition Property of the **Insured** used in connection with the exhibition while in transit to or from the exhibition premises or whilst at the exhibition premises.

Exhibition Sites

This **Extension** covers loss resulting from interruption or interference with the **Business** in consequence of **Damage** to Exhibition Property whilst at any situation not in the occupation of the **Insured** where the **Insured** is exhibiting their goods for sale.

Payments on Account

Payments on account may on application by the **Insured** and at the **Insurer's** discretion be made to the **Insured** during the Indemnity Period.

Professional Accountants

Any particulars or details contained in the **Insured's** books of accounts or other business books or records which may be required by the **Insurer** under this **Policy's** Claims Conditions for the purpose of investigating or verifying any claim under this **Section** may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report shall be presumed to be evidence of the particulars and details to which such report relates.

The **Insurer** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details.

Public Utilities

For the purposes of this **Section** an **Incident** is extended to include **Damage** to property at the premises of any:

1. generating station or substation of an electricity supply undertaking;
2. land based premises of any gas supply undertaking or the premises of any natural gas producer linked directly with the land based premises of any gas supply undertaking;
3. water works or pumping station of any water supply undertaking; and
4. land based premises of telecommunications services (other than satellite services);

from which the **Insured** obtains electricity, gas, water or telecommunication services

provided that the **Insurer** shall not be liable for interruption of or interference with the **Business** arising from **Damage**:

(a) to lines, cables or pipes conveying the said supplies;

(b) that does not involve a total cessation of supply for at least 3 (three) consecutive hours;

(c) due to the following causes:

(i) the deliberate act of any supply undertaking of its power to withhold or restrict supply or services;

(ii) strikes or any labour or trade dispute;

(iii) drought; or

(iv) other atmospheric or weather conditions but this shall not exclude an **Incident** to property caused by such conditions.

Optional Extensions

(Operative only if stated in the **Specification** and up to the maximum limit shown)

A. Contract Sites

This **Extension** covers interruption of or interference with the **Business** as a result of **Damage** to property at any contract site anywhere in the world where the **Insured** are carrying out a contract of work.

B. Denial of Access (Non-Damage)

This **Extension** covers interruption of or interference with the **Business** at the **Premises** which has not resulted from **Damage** to property within the distance stated in the **Specification** of the **Premises** which shall prevent or hinder the use of or access to the **Premises** or property of the **Insured** where:

1. it is thought to contain or actually contains a harmful device provided that the police are immediately informed;
2. there is closure or sealed-off areas in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is:

(a) the condition of the **Premises** owned or occupied by the **Insured** or the **Business** carried on within;

(b) the **Insured's** non-compliance with a prior order of the police or any other statutory body:

provided that:

(a) the **Insurer** shall not be liable:

(i) from any cause within the control of the **Insured**;

(ii) for loss which is the direct result of any repair or maintenance work being carried out at the **Premises**;

(iii) for the first 24 (twenty-four) hours of each and every claim;

(b) for the purpose of this **Extension** the Maximum Indemnity Period shall not exceed 3 (three) months;

(c) the **Premises** affected is within the closed or sealed-off areas as described in paragraph 2 above;

C. Goods In Transit

This **Extension** covers interruption or interference with the **Business** as a result of **Damage** to property whilst such property is in transit anywhere within the **United Kingdom**.

D. Public Utilities – Terminal Ends

This **Extension** covers interruption or interference with the **Business** as a result of **Damage** to property at the premises of any:

1. public electricity supply;
2. public gas supply;
3. public water supply (including sewerage);
4. public telecommunications services (other than satellite services); or

   from which the **Insured** obtains electricity, gas, water (including sewerage) or telecommunication services that has resulted in the total or partial failure of supply from those services including lines, cables or pipes conveying the said supply and the terminal end or mains stopcock or meters of the **Buildings** (owned, used or occupied by the **Insured**) within the **United Kingdom**:

5. Service Provider, which processes, maintains, protects or stores the **Insured's** Digital Assets, within the **United Kingdom**;

   provided that the **Insurer** shall not be liable for interruption or interference with the **Business** arising from **Damage**:

   (a) for the first 12 (twelve) consecutive hours of a cessation of supply;

   (b) due to the following causes:

   (i) the deliberate act of any supply provider not performed for the sole purpose of safeguarding life or protecting any part of that supply provider's system;

   (ii) drought or scheme of rationing not necessitated solely by accidental damage to a supply provider's generating or supply equipment;

   (iii) strikes or any labour or trade dispute.

For the purposes of this Optional Extension:

Digital Assets shall mean **Electronic Data** including any **Insured** or third Party trade secrets, data, designs, processes, records, reports, documents subject to legal privilege or other item that is not available to the general public and **Electronic Data** carrying intellectual property rights, which is in the **Insured's** care, custody or control, including in the custody of outsourcers and independent contractors (provided that it is in the scope/course of their employment or agency contract with the **Insured**). Digital Assets do not include the physical components of any **Computer System** including CPU's, memory, storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fibre optics, wire, power supply units, keyboards, display monitors and audio speakers.

Service Provider shall mean any third Party that is responsible for the processing, maintenance, protection or storage of any Digital Assets pursuant to a written contract directly with the **Insured**. A Service Provider does not include any provider of telecommunications services, including internet access.

E. Additional Increase in Cost of Working (Production)

The amount payable as indemnity under this item shall be the further additional expenses beyond that recoverable under item 2 of the **Gross Profit**, **Gross Revenue** or **Rent Receivable** basis of settlement necessarily and reasonably incurred during the **Indemnity Period** as a result of an **Incident** for the sole purpose of avoiding or mitigating against late delivery of a Completed Production or Content. This includes any overtime payments at the **Employee's** standard rate or any payments for time in lieu owed to any **Employee** in order to recreate, recompile or reconfigure Digital Assets

provided that:

all reasonable steps have been taken to reduce, manage or mitigate any time in lieu payments or overtime incurred by **Employees** as a direct result of an **Incident** or **Damage**.

Definitions applicable to this Extension:

Completed Production or Content

means:

The final Offline Edit – being raw content which has been copied and edited, without affecting the camera original film stock or video tape;

or

Online Edit – being the linear-video editing process following the Offline Edit, which is performed in the final stage of video production;

to be delivered to the **Insureds** client as contracted.

Digital Assets

means:

Electronic Data including any **Insured** or third party trade secrets, data, designs, processes, records, Offline Edits, Online Edits, reports, documents subject to legal privilege or other item that is not available to the general public and **Electronic Data** carrying intellectual property rights, which is in the **Insureds** care, custody or control, including in the custody of outsourcers and independent contractors (provided that it is in the scope/course of their employment or agency contract with the **Insured**). Digital Assets do not include the physical components of any **Computer System** including CPU's, memory, storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, wire, power supply units, keyboards, display monitors and audio speakers.

Conditions

Accumulated Stocks

In adjusting any claim, account shall be taken and an equitable allowance made if any reduction in Turnover due to an **Incident** is postponed by reason of the Turnover being temporarily maintained from any stocks of finished goods at the **Premises**.

Cessation of Cover

This **Section** shall be terminated upon any **Cessation of Business** unless agreed otherwise by the **Insurer** in writing.

Current Cost Accounting

Any adjustment implemented in current cost accounting shall be disregarded.

Premium Adjustment 1

(Applicable to the Gross Profit/Gross Revenue cover only if on a Declaration Linked Basis of Settlement)

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

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Profit or Gross Revenue, the declaration shall be increased by the **Insurer** for the purpose of premium adjustment by the amount by which the Estimated Gross Profit or Estimated Gross Revenue was reduced during the financial year solely as a result of the **Damage**.

If the declaration adjusted as stated above and proportionately increased where the Maximum Indemnity Period exceeds 12 (twelve) months is:

1. less than the Estimated Gross Profit or Estimated Gross Revenue for the relevant **Period of Insurance**, the **Insurer** will allow a pro rata return of premium paid on the Estimated Gross Profit or Estimated Gross Revenue but not exceeding 25% (twenty-five percent) of such premium; or
2. greater than the Estimated Gross Profit or Estimated Gross Revenue for the relevant **Period of Insurance**, the **Insured** shall pay a pro rata additional premium paid on the Estimated Gross Profit or Estimated Gross Revenue.

Premium Adjustment 2

(Applicable to the Accounts Receivable cover)

The **Insured** shall submit to the **Insurer** within 30 (thirty) days of the expiry of the **Period of Insurance** the amount of outstanding debit balances as set out in the **Insured's** accounts as at the end of each month or any other alternative method of adjustment as specified by the **Insurer**.

If the amount of a monthly declaration exceeds the **Sum Insured** applicable at the date of such declaration, then for the purposes of this Condition the **Insured** shall be deemed to have declared the **Sum Insured**.

Premium Adjustment 3

(Applicable to the Gross Profit/Gross Revenue/Rent Receivable cover)

If the first and annual premiums paid by the **Insured** are provisional (being 75% (seventy-five percent) of the premium payable) at the commencement of the **Period of Insurance**, the remaining 25% (twenty-five percent) of the premium payable shall be paid no later than 6 (six) months after the expiry date.

The **Insured** shall provide to the **Insurer** not later than 6 (six) months after the expiry of the **Period of Insurance** a declaration confirmed by the **Insured's** auditors of the Gross Profit/Gross Revenue/Rent Receivable during the financial year most nearly concurrent with the **Period of Insurance.**

If any of the Gross Profit/Gross Revenue/Rent Receivable (in respect of the appropriate Item of coverage) is less than the **Sum Insured** for such **Period of Insurance** a pro-rata return of premium not exceeding 50% (fifty percent) of the premium paid will be made in respect of the difference.

When calculating the adjustment figures:

1. if the Maximum Indemnity Period exceeds 12 (twelve) months then the declaration provided by the **Insured** shall be proportionately increased; and
2. if any **Damage** shall have occurred giving rise to a claim for loss of Gross Profit/Gross Revenue/Rent Receivable, the declaration shall be increased by the **Insurer** by the amount by which the Gross Profit/Gross Revenue/Rent Receivable was reduced during the financial year solely as a result of the **Damage**.

Renewal

The **Insured** shall prior to each renewal provide the **Insurer** with the Estimated Gross Profit or Gross Revenue for the financial year most concurrent with the ensuing year of insurance.

Salvage Sales

If following an **Incident,** the **Insured** shall hold a salvage sale during the Indemnity Period, then clause 1 of Gross Profit shall for the purpose of such claim read as follows:

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

Value Added Tax

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this **Section** shall be exclusive of such tax.

Section 4: Information Technology Section

Definitions

Ancillary Equipment

Temperature and environmental control, power supply and voltage regularity equipment and protective devices exclusively for use with **Computer Equipment**.

Breakdown

The actual breaking, distortion or electrical burn-out of any part of **Computer Equipment** whilst in use at the **Premises,** arising from defects in the **Computer Equipment** causing the sudden stoppage of its function and requiring its repair or replacement.

Business Machines

Equipment as detailed in the **Specification** to this **Section** other than **Computer Equipment** and **Electronic Data** processing equipment.

Data Carrying Materials

Data carrying materials or programs, including associated racking equipment and disk and tape carry cases.

Maintenance Agreement

A maintenance, rental, hire or lease agreement providing at an inclusive cost on-call remedial maintenance with free repair or replacement in the event of Breakdown arising out of normal use.

Portable Computers

Laptops, personal computers and micro-computers designed to be carried by hand, including all peripheral equipment.

Property Insured

Computer Equipment or software, Portable Computers, Ancillary Equipment and/or other Items stated in the **Specification** to this **Section**.

The Cover

If any of the Property Insured suffers **Damage** or Breakdown other than by an Excluded Cause during the **Period of Insurance**, the **Insurer** will pay to the **Insured** the value of the Property Insured at the time of any **Damage** or Breakdown or at the **Insurer's** option reinstate or replace such Property Insured or any part of the Property Insured.

Basis of Settlement

Indemnity Basis

The amount payable for all claims shall be the amount representing the value of the Property Insured at the time of **Damage** or Breakdown.

Reinstatement Basis

If reinstatement is implemented by the **Insurer**, the amount payable shall be calculated on the following basis:

1. where Property Insured is destroyed or lost, its cost of replacement by similar property in a condition equal to or substantially the same as but not better or more extensive than its condition when new; or
2. where Property Insured has suffered **Damage** or Breakdown, the cost of repair of the property so that its condition is equal to or substantially the same as that immediately before such **Damage** or Breakdown occurred

provided that:

(a) where Property Insured suffers partial **Damage**, the liability of the **Insurer** shall not exceed the amount that the **Insurer** could have been called upon to pay for reinstatement if such Property Insured had been wholly destroyed;

(b) where reinstatement of Property Insured is carried out upon another site, the **Insurer's** liability shall not exceed the amount of the value of the Property Insured at the time of **Damage**;

(c) no payment beyond the amount that would have been payable in the absence of this Reinstatement Basis clause shall be made:

  (i) unless reinstatement commences and proceeds without unreasonable delay;

  (ii) until the cost of reinstatement shall have been actually incurred; or

  (iii) where Property Insured is at the time of **Damage** or Breakdown insured by any other insurance effected by or on behalf of the **Insured**, if it is not upon the same basis of reinstatement.

(d) if at the time of reinstatement, the sum representing 85% (eighty five percent) of the cost that would have been incurred in reinstating if the whole of the property covered by such Item exceeds the **Sum Insured** at the time such **Damage** occurred, then the amount payable by the **Insurer** in respect of such **Damage** shall be proportionately reduced;

(e) all the terms and Conditions of this **Section** and this **Policy's** Conditions and Exclusions shall apply to any claim payable under the provisions of this Basis of Settlement clause other than where they are expressly varied by the terms of this Basis of Settlement clause.

Extensions

Accidental Discharge

This **Extension** covers the cost of refilling gas flooding systems following accidental discharge of the cylinders installed solely for the protection of the **Computer Equipment**, but excluding **Damage** or Breakdown arising:

1. during installation, repairs, removal, alterations, extensions or testing of the gas flooding systems or any part or parts thereof;
2. whilst the **Premises** are **Unoccupied**;
3. from the operation of the gas flooding systems with the intention to prevent hinder or extinguish any fire; or
4. during repairs or alterations to the **Buildings** in which the cylinders are situated

provided that the **Insurer's** approval of such costs has first been obtained in writing.

Additional Rental Charge

This **Extension** covers the additional rental charges arising in consequence of **Damage** or Breakdown necessitated by the cancellation of the lease, hire or rental contract in force at the date of the **Damage** or Breakdown and its replacement by a new contract for a similar item of property in respect of the period commencing after the expiry of the Indemnity Period and ending not later than 24 (twenty-four) months thereafter or expiry of the lease, hire or rental contract in force at the date of the **Damage** or Breakdown, whichever is the sooner.

Automatic Reinstatement

All or part of the **Sum Insured** that is reduced by the amount of any payment as a result of **Damage** or Breakdown shall be reinstated, upon payment by the **Insured** of the additional premium charged by the **Insurer** therefor proportionately for the period between the date of the **Damage** or Breakdown to the date of expiry of the **Period of Insurance**.

Capital Additions

This **Extension** covers additional **Computer Equipment** from the time of completion of installation at any of the **Premises**

provided that:

1. the property is in satisfactory order and free from material defect; and
2. the **Insured** shall declare not later than the end of the **Period of Insurance** during which the additional **Computer Equipment** is installed a new replacement value for such additional **Computer Equipment** and shall agree to pay such additional premiums as the **Insurer** may require.

Expediting Costs

This **Extension** covers the costs necessarily and reasonably incurred for:

1. making a temporary repair or expediting a permanent repair of **Computer Equipment**;
2. overtime working and work carried out on Sundays, holidays and outside usual office hours; and
3. transport costs at express carriage rates of replacement parts

provided that the **Insurer's** approval of such costs has first been obtained in writing.

Incompatibility

This **Extension** covers the costs of:

1. modification of **Computer Equipment**; or
2. replacement of Data Carrying Materials together with reinstatement of data contained thereon;

whichever is the lesser to achieve compatibility in the event that loss of **Computer Equipment** indemnified by this **Section** has resulted in undamaged Data Carrying Materials being incompatible with the replacement **Computer Equipment**, provided that the **Insurer's** approval of such costs has first been obtained in writing.

Involuntary Betterment

This **Extension** covers more extensive replacement property of a like kind and quality where replacement is not obtainable.

New property which is as similar as possible to that suffering **Damage** or Breakdown and which is capable of performing the same function is deemed to be new property of a like kind and quality and in no event shall be considered as a betterment to the **Insured** provided that the **Insurer's** approval of such costs has first been obtained in writing.

Other Interests

This **Extension** covers various parties who have any financial interest in the insurance granted by this **Section** provided that the **Insured** declares the names, nature and extent of the interest of any such parties at the time of the **Damage** or Breakdown.

Removal of Debris

This **Extension** covers the costs necessarily and reasonably incurred in the removal of Property Insured as a result of **Damage** or Breakdown provided that the **Insurer's** approval of such costs has first been obtained in writing.

Temporary Removal

This **Extension** covers any Item of Property Insured insofar as it is not otherwise insured, whilst temporarily removed from the **Premises** for cleaning, renovation, repair or other similar purpose elsewhere within the **United Kingdom**.

Exclusions

Excluded Causes

This **Section** does not cover:

1. **Damage** or Breakdown caused by or consisting of:

   (a)

   (i) faulty or defective design, materials or inherent vice, latent defect, gradual deterioration, wear, tear, frost and any other gradually operating cause;

   (ii) explosion occasioned by the bursting of a boiler (unless used for domestic purposes only), economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**; or

   (iii) a change in the water table level;

   but this shall not exclude subsequent **Damage** or Breakdown which itself results from a cause not otherwise excluded;

   (b)

   (i) corrosion, rust, change in temperature, dampness, humidity, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, vermin, insects, marring or scratching;

   (ii) collapse of or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping; or

   (iii) faulty or defective workmanship or operational error or omission on the part of the **Insured** or any **Employee** of the **Insured**;

   but this shall not exclude:

   (i) **Damage** or Breakdown which itself results in any way from a **Defined Peril** or from any other cause not otherwise excluded; or

   (ii) subsequent **Damage** or Breakdown which itself results from a cause not otherwise excluded;

   (c)

   (i) theft or attempted theft of Property Insured whilst at the **Premises** from any garden, yard, driveway, car park, forecourt, road, footpath or any outbuilding, extension or annexe;

   (ii) theft or attempted theft of Property Insured from any **Unoccupied Building**; or

   (iii) theft or attempted theft of portable equipment from motor vehicles owned by or under the control of the **Insured** or their **Employees** whilst such vehicles are left unattended unless the vehicle is securely locked and all alarm devices are activated and such equipment is concealed or placed in a locked boot;

   (d) unexplained disappearance;

   (e) acts of fraud or dishonesty by the Insured or by any director or Employee of the Insured;

   (f) the voluntary parting with title or possession of any property or rights to property;

   (g) escape of water from any water tank, apparatus or pipes when the Buildings is/are Unoccupied and not being used for any of the Business activities of the Insured or any tenant;

   (h) malicious damage (other than fire or explosion) when the Buildings are Unoccupied and not being used for any of the Business activities of the Insured or any tenant;

   (i) subsidence, ground heave or landslip:

   (1) occasioned by the settlement or movement of made up ground or by coastal or river erosion;

   (2) occurring as a result of the construction, demolition or excavation work, structural alteration or structural repair of any property at the **Premises** or property immediately adjacent to the **Premises**;

   (3) arising from the normal settlement or bedding down of new structures; or

   (4) commencing prior to the granting of cover under this insurance;

2. **Consequential Loss;**

3. **Damage** or Breakdown (other than by fire) resulting from its undergoing any testing, commissioning, cleaning, service or repair;

4. **Damage** or Breakdown recoverable under a guarantee or maintenance agreement;

5. **Damage** or Breakdown (other than by fire and explosion) resulting from faulty connections, incompatibility of components or software programming failure;

6. Breakdown of any item of **Computer Equipment** or auxiliary equipment, caused by its own Breakdown, unless there is in force a maintenance agreement other than for **Damage** following Breakdown occasioned by or happening through the negligence of the **Insured**;

7. **Damage** or Breakdown of any **Computer Equipment** controlling a manufacturing process;

8. **Damage** or Breakdown caused by an intentional act or wilful neglect of the **Insured**;

9. **Damage** or Breakdown caused during the erection, dismantling or testing of any **Computer Equipment** or Business Machines.

Condition

Data Storage

It is a condition precedent to liability under this **Policy** that the **Insured** shall store data and software programs and maintain adequate back-up copies on the following basis:

(i) the original disk or media shall be backed up and stored in a fire resistant data safe and a copy removed to another secure location away from the **Premises**; and

(ii) software or programs shall be backed up at least once every 7 (seven) days or any other period agreed by the **Insurer**.

Section 5: Terrorism Section

Definitions

Computer Systems

A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Event

All individual losses arising in respect of a continuous period of 72 (seventy-two) hours of which the proximate cause is the same act of Terrorism.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulation through statutory instruments made by the relevant Secretary of State from time to time, being an installation designed or adapted for:

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

Nuclear Reactor

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

Private Individual

Any person other than:

1. a trustee or body of trustees where insurance is arranged under the terms of a trust except where such trustee or body of trustees occupy the **Premises** as their own private residence; or
2. a person who owns Residential Property for the purposes of their business as a sole trader except where such sole trader occupies the **Premises** as his own private residence.

This definition of Private Individual shall also include 2 (two) or more persons where insurance is arranged in their several names or the title of the **Insured** includes the name of a bank or building society or other financial institution, or for the purpose of noting their interest in the Property Insured.

Property Insured

As defined in the relevant **Sections**.

Residential Property

1. Houses and blocks of flats and other dwellings insured in the name of a Private Individual; and
2. Household goods and personal effects of every description.

Where the property is occupied part commercially and part residentially and is insured in the name of a Private Individual, this property shall not be deemed to be a Residential Property provided that the commercially occupied proportion of the property exceeds 20% (twenty percent).

Territorial Limits

England, Scotland and Wales but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

Terrorism

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

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

This definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

The Cover

The **Insurer** will cover **Damage** to:

(a) Property Insured or interruption of the **Business**;

(b) **Money**; and

(c) property in transit;

anywhere in the Territorial Limits as a result of a Terrorism Event during the **Period of Insurance**

provided that:

1. the liability of the **Insurer** shall not exceed the relevant limits or **Sums Insured** stated in the **Specification** applicable to the:
   (a) Business “All Risks” Section;
   (b) Production Property “All Risks” Section;
   (c) Business Interruption “All Risks” Section;
   (d) Information Technology Section;
   (e) Money Section;
   (f) Goods in Transit Section; or
   (g) Production Indemnity “All Risks” Section.
2. the cover provided by this **Section** is not subject to any of the exclusions of this **Policy** except:
   (a) the exclusions stated below; or
   (b) excluded property under this **Policy**.

Exclusions

This **Section** does not cover:

1. loss or **Damage**, or interruption or interference as a consequence of **Damage**:
   (a) to any Residential Property insured in the name of a Private Individual;
   (b) to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon or attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description that are fixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor; or
   (c) occasioned by riot or civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. any loss whatsoever directly or in any way caused by or contributed to by or arising from or occasioned by or resulting from:
   (a) **Damage** to or the destruction of any Computer System; or
   (b) any alteration, modification, distortion, erasure or corruption of Data;

in each case whether the property of the **Insured** or not where such **Damage** is directly or in any way caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or **Hacking** or **Phishing** or Denial of Service Attack;

provided that **Damage** otherwise falling within this Exclusion 2 will not be treated as excluded by this Exclusion solely to the extent that such **Damage** is caused by remote digital interference with Computer Systems which emanates from either within or outside the Territorial Limits;

(i) and results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of **Buildings** or structures, plant or machinery other than any Computer System; and

(ii) comprises:
   (a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property Insured; or
   (b) the amount of business interruption loss suffered directly by the **Insured** itself by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of **Damage** to Property Insured or as a direct result of denial, prevention or hindrance of access to or use of the Property Insured by reason of an act of Terrorism causing **Damage** to other property within 1 (one) mile of the Property Insured to which access is affected;

(iii) and is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state;

"Property Insured" for the purposes of this proviso shall exclude:
   (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
   (b) any Data;

(iv) notwithstanding the exclusion of Data from Property Insured, to the extent that **Damage** to Property Insured within the meaning of sub-paragraph (ii) above in any way results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-

paragraph (i) above results directly or in any way from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from **Damage** to such Property Insured and otherwise falling within sub-paragraphs (i) and (ii) above from being recoverable under this **Section**.

In no other circumstances than the previous sentence, however, will any loss or losses directly or in any way caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this **Section**;

(v) for the avoidance of doubt, the burden of proof shall be on the **Insurer** to prove or establish all the matters referred to in sub-paragraphs (i) and (ii) above.

Conditions

Adjustable Premiums

Any terms in this **Policy** that provide for adjustment of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to this **Section**.

Automatic Reinstatement

All or part of the **Sum Insured** that is reduced by the amount of any payment as a result of **Damage** shall be reinstated, upon payment by the **Insured** of the additional premium charged by the **Insurer** therefor proportionately for the period between the date of the **Damage** to the date of expiry of the **Period of Insurance**.

Burden of Proof

If the **Insurer** alleges that any **Damage**, cost or expense is not covered by this **Section** the burden of proving the contrary shall be upon the **Insured**.

Further Claims Procedure

Any claim or proceedings or any **Damage** or loss of or interruption to the **Business** which might give rise to a claim must be notified in writing as soon as practicable to the **Insurer.**

The **Insured** must submit a detailed statement of any claim within 30 (thirty) days of the happening of any **Damage** or interruption or such further time as the **Insurer** may allow in writing.

Long Term Agreement

Any long term agreement or undertaking applying to this **Policy** shall not apply to this **Section**.

Period of Insurance

The **Period of Insurance** shall be as stated in the **Schedule** and shall not exceed 12 (twelve) months for any one period.

Section 6: Employers' Liability Section

Definitions

Geographical Limits

The **United Kingdom**.

Offshore

From the point of embarkation onto a conveyance at the point of final departure to an offshore rig, offshore platform or offshore installation until disembarkation from a conveyance onto land following return from an offshore rig, offshore platform or offshore installation.

The Cover

The **Insurer** agrees to indemnify or compensate the **Insured** for the **Insured's** liability to pay:

1. **Compensation** for **Bodily Injury** caused to an **Employee** during the **Period of Insurance** and arising out of and in the course of his employment by the **Insured** in connection with the **Business** within or whilst working temporarily outside the Geographical Limits; and
2. **Costs and Expenses**

provided that:

(a) the **Compensation** payable by the **Insurer** under this **Section** is in accordance with the legal obligations relating to compulsory insurance of liability to employees but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law; and

(b) the proceedings in relation to **Bodily Injury** are brought in a court of law in the **United Kingdom**.

Extensions

Additional Insured Parties

At the request of the **Insured** this **Section** covers:

1. any director, partner or **Employee**;
2. any officer, member, voluntary helper or employee of the **Insured's** canteen, social, sports and welfare organisation or first aid, security, fire or ambulance services;

   whilst acting in their respective capacities; and
3. any director or partner of the **Insured** in their private capacity arising out of work undertaken for them by an **Employee**.

Criminal Prosecution Defence Costs

At the **Insured's** request this **Extension** covers the **Insured** and any **Employee** or director of the **Insured** against the legal fees and expenses incurred with the **Insurer's** prior written approval in defending any of them in respect of a prosecution within the definition of **Criminal Prosecution Defence Costs** and subject to the specified sub-limits, for an offence alleged to be first committed during the **Period of Insurance** in connection with the **Business** in respect of a liability that may form the subject of **Compensation** under this **Section**.

Data Protection Act

This **Extension** covers the **Insured's** liability to pay **Compensation** in respect of damage or distress under sections 168 and 169 of the Data Protection Act 2018 or material or non-material damage under Article 82 of the General Data Protection Regulation EU Regulation 2016/679 (together "the Data Privacy Legislation") to an **Employee** and the **Employee** is entitled to compensation under the Data Privacy Legislation, and **Costs and Expenses**

provided that:

1. an offence is first committed by the **Insured** during the **Period of Insurance** in connection with the **Business**;
2. this **Extension** shall not apply in respect of:
   (a) the cost of replacing, reinstating, rectifying or erasing any personal data;
   (b) claims which arise out of circumstances notified to previous insurers or known to the **Insured** at the commencement of this insurance; or
   (c) liability for which compensation is provided under any other insurance.
   (d) any cost relating to the investigation of a data breach, or obligation to report a data breach to the Information Commissioner's Office or other appropriate supervisory authority or regulatory body or to data subjects;
   (e) liability arising from any deliberate act or omission of any party entitled to indemnity or **Compensation** under this **Policy** who knew at the relevant time that it would or could result in liability or compensation under the Data Privacy Legislation; or
   (f) any person who is not an **Employee** at the date of the offence; or
   (g) claims, investigations or prosecutions instituted against the **Insured** outside the courts of the **United Kingdom**;
3. the **Insured** has taken all reasonable care to comply with the provisions of the Data Privacy Legislation; and
4. the **Insurer's** liability for such **Extension** shall be limited to GBP 250,000 (two hundred and fifty

thousand pounds sterling) any one event giving rise to **Compensation** in total for all **Employees** affected by such offence.

Indemnity to Principals

This **Extension** covers any principal as though he was also the **Insured** in respect of liability arising out of **Bodily Injury** resulting from the performance of work by the **Insured** but only to the extent required by any contract or agreement entered into for the performance of such work

provided that the principal shall observe, fulfil and be subject to the **Section** terms, Conditions, limitations and Exclusions and this **Policy's** Conditions and Exclusions.

Unsatisfied Court Judgments

This **Extension** covers judgments for damages obtained by an **Employee** in respect of **Bodily Injury** caused during the **Period of Insurance** and arising out of and in the course of his employment in the **Business** against any company or individual in any court, if remaining unsatisfied in whole or in part 6 (six) months after the date of such judgment, the **Insurer** will pay to the **Employee** or the personal representatives of the **Employee** at the request of the **Insured** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

provided that:

1. there is no appeal outstanding; and
2. the **Employee** or his personal representatives assign the judgment and all rights arising out of it to the **Insurer**.

Exclusions

This **Section** shall not apply to any liability or **Compensation**:

Motor Insurance

in respect of or arising out of **Bodily Injury** caused to any **Employee** (other than the driver) whilst being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by the **Insured** of a vehicle on a road. For the purposes of this Exclusion the expressions "vehicle", "use" and "road" shall have the same meaning as in Part VI of the Road Traffic Act 1988.

Offshore

in respect of or arising out of **Bodily Injury** in connection with work or visits Offshore;

Workers' Compensation

payable under Workers' Compensation or social security or health insurance legislation save for any compensation, recovery or unit payments that may be required by the Social Security Acts 1989 and 1990.

Conditions

Asbestos

The liability of the **Insurer** for all **Compensation** and **Costs and Expenses** arising out of or related in any way to asbestos or asbestos fibres or asbestos particles and any derivatives of asbestos or materials containing such in any form whatsoever shall not exceed the limit stated in the **Specification** to this **Section**.

Terrorism

The liability of the **Insurer** for all **Compensation** and **Costs and Expenses** arising out of **Terrorism** shall not exceed the limit stated in the **Specification** to this **Section**.

Section 7: Public Liability Section

Definition

Geographical Limits

Anywhere in the world

The Cover

The **Insurer** shall indemnify or compensate the **Insured** for all sums as stated in the **Specification** that the **Insured** shall become legally liable to pay as **Compensation** in respect of accidental:

1. **Bodily Injury** to any person;
2. **Damage** to material property not belonging to or in the custody or under the control of the **Insured** or any **Employee**;
3. obstruction, trespass, nuisance or interference with any easement, right of air, light, water or way; and
4. wrongful arrest, detention or imprisonment;

occurring within the **Geographical Limits,** during the **Period of Insurance** and arising out of the **Business** provided that the **Insurer's Limit of Liability** shall not exceed the Limit stated in the **Schedule**.

The **Insurer** shall also indemnify or compensate the **Insured** in respect of **Costs and Expenses. Costs and Expenses** are payable in addition to the **Limit of Liability** other than in respect of claims made or brought in the United States of America or Canada where the **Limit of Liability** will be inclusive of **Costs and Expenses.**

Extensions

Additional Insured Parties

At the request of the **Insured** this **Section** covers:

1. any director, partner or **Employee**; and
2. any officer, member, voluntary helper or employee of the **Insured's** canteen, social sports or welfare organisation or first aid, security, fire or ambulance services;

   whilst acting in their respective capacities; and
3. any director or senior official of the **Insured** in their private capacity arising out of work undertaken for them by an **Employee**.

Criminal Prosecution Defence Costs

At the **Insured's** request this **Extension** covers the **Insured** and any **Employee** or director of the **Insured** against the legal fees and expenses incurred with the **Insurer's** prior written approval in defending any of them in respect of a prosecution within the definition of **Criminal Prosecution Defence Costs** and subject to the specified sub-limits, for an offence alleged to be first committed during the **Period of Insurance** in connection with the **Business** in respect of a liability that may form the subject of **Compensation** under this **Section**.

Cross Liabilities

Where more than one party is named as the **Insured**, each party will be indemnified as though they were individually insured

provided that:

1. this **Extension** shall not apply to liability for which an indemnity is or would be granted but for the existence of this insurance under any employers' liability insurance; and
2. this **Extension** shall not apply to liability arising directly or in any way in connection with **Damage** to premises (including contents) whose occupancy is shared between 2 (two) or more parties named as the **Insured**

Custody or Control

This **Extension** covers the **Insured's** liability for **Damage** to material property in the custody of or under the control of the **Insured** but solely in respect of:

1. its directors', **Employees'** or visitors' personal effects (including motor vehicles);
2. property at premises not owned, leased, hired or rented by the **Insured** but in their temporary occupation or possession for the purpose of work therein or thereon except for the specific part of the premises or for material property which is being worked on; and
3. premises leased or rented to the **Insured** provided that liability for such **Damage** is not assumed by the **Insured** under agreement which would not have attached in the absence of such agreement.

In respect of property which is not the subject of any of the above paragraphs this **Section** extends to cover the **Insured's** liability for **Damage** to the material property of others held in trust by the **Insured** or in the **Insured's** care, custody or control (excluding property belonging to or hired to the **Insured** and/or property which the **Insured** is required to insure by virtue of any agreement) in connection with the **Business** provided that the **Insurer's** liability for such **Extension** shall be limited to GBP 250,000 (two hundred and fifty thousand pounds sterling) in respect of all claims during the period of Insurance and subject to an excess of GBP 2,500 (two thousand five hundred pounds sterling) each and every claim.

Data Protection Act

This **Extension** covers the **Insured's** liability to pay **Compensation** in respect of damage or distress under sections 168 and 169 of the Data Protection Act 2018 or material or non-material damage under Article 82 of the General Data Protection Regulation EU Regulation 2016/679

(together “the Data Privacy Legislation”), and **Costs and Expenses**

provided that:

1. an offence is first committed by the **Insured** during the **Period of Insurance** in connection with the **Business**;
2. this **Extension** shall not apply in respect of:
   (a) the cost of replacing, reinstating, rectifying or erasing any personal data;
   (b) claims which arise out of circumstances notified to previous insurers or known to the **Insured** at the commencement of this insurance; or
   (c) liability for which compensation is provided under any other insurance;
   (d) any cost relating to the investigation of a data breach, or obligation to report a data breach to the Information Commissioner’s Office or other appropriate supervisory authority or regulatory body or to data subjects;
   (e) liability arising from any deliberate act or omission of any party entitled to indemnity or **Compensation** under this **Policy** who knew at the relevant time that it would or could result in liability or compensation under the Data Privacy Legislation; or
   (f) claims, investigations or prosecutions instituted against the **Insured** outside the courts of the **United Kingdom**;
3. the **Insured** has taken all reasonable care to comply with the provisions of the Data Privacy Legislation; and
4. the **Insurer’s** liability for such **Extension** shall be limited to GBP 250,000 (two hundred and fifty thousand pounds sterling) any one offence.

Defective Premises Act 1972

This **Extension** covers the **Insured** against liability for **Bodily Injury** or **Damage** incurred by the **Insured** by virtue of section 3 of the Defective Premises Act 1972 or of section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 in connection with premises disposed of by the **Insured** excluding:

1. any liability where the **Insured** is entitled to compensation under any other insurance;
2. any claim for the cost of remedying any defect or alleged defect which if not remedied may result in liability to which the **Compensation** expressed in this **Section** applies; and
3. the **Insurer’s** liability for such **Extension** shall be limited to GBP 250,000 (two hundred and fifty thousand pounds sterling).

Indemnity to Principals

This **Extension** covers any principal as though they were also the **Insured** in respect of liability arising out of **Bodily Injury** or **Damage** to material property resulting from the performance of work by the **Insured** but only to the extent required by any contract or agreement entered into for the performance of such work and only against legal liability in respect of which the Policyholder would have been entitled to indemnity had the claim been made against the Policyholder

provided that the principal shall observe, fulfil and be subject to the **Section** terms, Conditions, limitations and Exclusions and this **Policy’s** Conditions and Exclusions.

Legionella Liability

The **Insurer** agrees to indemnify or compensate the **Insured** against legal liability for **Compensation** and **Costs and Expenses** in respect of **Bodily Injury** caused by legionellosis arising out of the **Business** and occurring during the **Period of Insurance**

provided that:

1. in connection with any premises owned, hired or rented by the **Insured** that the **Insured** complies with the Health and Safety Commissions Approved Code of Practice - Legionnaires' Disease: The control of legionella bacteria in water systems - Ref ISBN-0-7176-1772-6 or any amending Code of Practice;
2. the **Insurer** may at any time pay the **Limit of Liability** (less any sums already paid) or any lesser amount for which a claim can be settled. The **Insurer** will then relinquish control of such claim and be under no further liability in respect thereof;
3. all claims arising out of the same isolated, repeated or continuing incidence of legionellosis shall be deemed to have occurred during the **Period of Insurance**; and
4. the **Limit of Liability** applicable to this **Extension** shall be inclusive of **Costs and Expenses** and not in addition.

The **Compensation** provided by this **Extension** shall not apply to legal liability where such liability has been accepted by contract or other agreement unless liability would have attached in the absence of such contract or agreement.

Motor Vehicle Contingent Liability

This **Extension** covers the **Insured** for liability arising from **Bodily Injury** or **Damage** to material property arising from the ownership, possession or use of mechanically propelled vehicles used in connection with the **Business** of the **Insured** and that are neither the property of or provided by the **Insured** nor being driven by the **Insured**, but only to the extent where there is no entitlement to compensation under any motor policy or other more specific insurance

provided that:

1. the **Insurer** shall not be liable in respect of **Damage** to such vehicle or to goods conveyed therein or thereon and shall compensate the **Insured** and no other person; and
2. the **Insurer** shall not be liable whilst such vehicle is being driven by any person who to the knowledge of the **Insured** 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.

Overseas Personal Liability

This **Extension** covers the personal liability of any director or **Employee** or any member of the family of such director or **Employee** during temporary visits anywhere in the world in connection with the **Business** of the **Insured**

provided that:

1. this **Extension** shall not apply:
   (a) to legal liability arising directly from:
      (i) any agreement or contract unless liability would have existed otherwise;
      (ii) the ownership or occupation of land or buildings;
      (iii) the carrying on of any trade or profession;
      (iv) (iv) the ownership, possession or use of firearms (other than sporting guns), mechanically propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft or animals of dangerous species; or
      (v) **Damage** to material property owned or held in trust by any director or **Employee** or any member of the family of such director or **Employee**;
   (b) in respect of liability more specifically insured under any other insurance;
   (c) to legal liability for **Bodily Injury** to any member of the family of any director or **Employee**, or their employees;
2. any person indemnified under this **Extension** shall act as though he were the **Insured** and observe, fulfil and be subject to the terms, Conditions, limitations and Exclusions of this **Section**; and
3. the **Insurer** shall not be liable for such **Extension** unless the **Insurer** has the sole conduct and control of all claims.

Optional Extension

(Operative only if stated in the **Specification**)

Inclusion of United States of America/Canada Jurisdiction

1. the Worldwide Jurisdiction (excluding the United States of America/Canada) Condition is deleted and of no further effect;
2. the insurance by this **Section** extends to indemnify the **Insured** for legal proceedings brought or originating in the United States of America/Canada or in any territory within their jurisdiction

   provided that:
   (i) the liability of the **Insurer** in respect of **Compensation** and **Costs and Expenses** shall not exceed the limit stated in the **Specification**;
   (ii) the amount payable under this Optional Extension in respect of each and every claim shall be reduced by the amount stated in the **Specification** as the **Excess**;
   (iii) the **Insurer** shall not be liable for punitive or exemplary damages;
   (iv) the **Insurer** shall not be liable for claims arising from any mould or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted whether toxic or otherwise;
   (v) the **Insurer** shall not be liable for claims arising from the sale or supply of contraceptives;
   (vi) the **Insurer** shall not be liable for:
      (a) Any liability arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, atmosphere or any water course or body of water;
      (b) any cost or expense arising out of any governmental demand or request that an **Insured** test for, assess, monitor, clean up, remove, contain, treat, detoxify or neutralise any irritants, contaminants or pollutants;

   and the **Insurer** shall not have the duty to defend any claim or suit seeking to impose such costs, expense, liability for such damages or any other relief.

The Insurer and the Insured agree that the premium for this inclusion will be calculated accordingly.

Exclusions

This **Section** shall not apply to liability or **Compensation** in respect of or arising out of:

Abuse

the mental or physical intentional or neglectful mistreatment of a person which results in **Bodily Injury** including any act which amounts to an offence under the Sexual Offences Act 2003.

Advice and Professional Negligence

advice, design, plan, formula, specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged.

Asbestos

asbestos or related in any way to asbestos or asbestos fibres or particles or any derivatives of asbestos or any materials containing such in any form whatsoever.

However, this Exclusion will not apply in respect of a claim for **Bodily Injury** against the **Insured** arising out of exposure to asbestos fibres, caused by a fire or explosion which occurs during the **Period of Insurance,** subject to a maximum **Insurer's** liability of GBP 500,000 (five hundred thousand pounds sterling)

Contractual Liability

or attaching by virtue of any contract or agreement (whether written, oral, implied or otherwise) but which would not have attached in the absence of such agreement unless the **Insurer** has approved such contract or agreement by endorsement.

Defective Workmanship

the cost of rectifying defective work carried out by or on behalf of the **Insured**.

Employees

Bodily Injury sustained by an **Employee** and arising out of and in the course of his employment by the **Insured**.

Medical Malpractice

Bodily Injury arising from an act or omission in the provision of or failure to provide Healthcare as defined in this Exclusion.

For the purposes of this Exclusion the words:

1. Healthcare shall mean healthcare (but not First Aid) rendered by members of the healthcare and allied services or by others consequent on decisions or judgements made by such members;

   Such members shall include:

   (a) medical and dental practitioners;

   (b) nurses;

   (c) midwives;

   (d) pharmacists;

   (e) professions allied to medicine;

   (f) care assistants and nursing auxiliaries;

   (g) ambulance personnel;

   (h) laboratory technicians; or

   (i) social workers.

2. First Aid shall mean emergency care (other than planned emergency treatment for specific individuals) given immediately to an injured or sick person by any director, partner or **Employee** of the **Insured** in the course of carrying out their duties when undertaking the **Business**.

Pollution

Pollution unless such **Pollution** is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.

Products

any of the **Insured's Products** (other than food or drink for consumption on the **Premises**).

Terrorism

Terrorism unless the occurrence giving rise to the claim takes place wholly within the **United Kingdom**.

Vehicles, Vessels or Craft

Bodily Injury or **Damage** to material property arising from the ownership, possession or use by or on behalf of the **Insured** of:

1. any mechanically propelled vehicle used in circumstances where insurance or security is required by law or where compensation is provided under any motor policy or other more specific insurance provided that this Exclusion shall not apply to:

   (a) the loading or unloading of any vehicle or trailer or delivery or collection of goods in connection with any vehicle or trailer;

   (b) such vehicle whilst the same is being used as a tool of trade.

2. any vessel or craft or oil rig made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft other than:

   (a) any watercraft owned by others and used by the **Insured** for **Business** entertainment not exceeding 30 (thirty) metres in length; or

   (b) non-powered watercraft barges and motor launches not exceeding 30 (thirty) metres in length;

   whilst on inland waterways or 3 (three) miles offshore.

Conditions

Terrorism

The liability of the **Insurer** for all **Compensation** and **Costs and Expenses** arising out of **Terrorism** within the **United Kingdom** shall not exceed the limit stated in the **Specification** to this **Section**.

Worldwide Jurisdiction

(Excluding the United States of America/Canada)

The indemnity provided by this **Section** shall apply to judgements against the **Insured** in any court in the world, excluding judgements obtained in the courts or under the laws of the United States of America, its territories (including Puerto Rico) or possessions, or Canada, or orders obtained in the said courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise ("Foreign Judgements"). The premium for this insurance has been calculated accordingly and no consideration has been paid in respect of liabilities that may arise under any "Foreign Judgements".

Hazardous Activities

It is a condition precedent to liability under this **Policy** that prior to the **Insured** undertaking or arranging any activities of a hazardous nature including the use of pyrotechnics or special effects which produce a naked flame or involve stunt work, heat work or height work, a risk assessment must be carried out by the **Insured** for each such activity and that such risk assessment must be accepted by the **Insurers** in the event that any residual risk rating, after the application of control measures, remains medium to high (Amber or Red).

Heat Work Condition

The **Insurer** shall not be liable to indemnify or compensate the **Insured** in respect of liability arising from or caused by Heat Work undertaken by the **Insured** away from premises owned by or leased or rented to the **Insured** unless the following precautions are taken at all times:

1. a responsible worker is appointed to facilitate compliance with all requirements of these conditions;
2. prior permission from the occupier or owner of the site has been granted for Heat Work to take place and suitable and adequate fire extinguishing appliances are provided at the point of use. Suitable and adequate fire extinguishing appliances shall as a minimum mean a 9 (nine) litre water or a 2 (two) kilogram multi-purpose fire extinguisher;
3. all workers are aware of the location of fire alarms and firefighting equipment provided on site which shall be ready for operation at the time Heat Work is undertaken;
4. the item being worked on and the area where Heat Work is taking place including the other side of any ceiling, floor, wall or partition and within and on the other side of any tank, pipe, drum or apparatus are checked to ensure that no combustible materials or inflammable liquids or gas is in danger of ignition directly or through conducted heat;
5. all combustible materials or inflammable liquids or gases in the vicinity of where Heat Work is taking place, other than gas or fuel connected to the Heat Work equipment, shall be removed to a point at least 8 (eight) metres from the area where the Heat Work is taking place. Any combustible material or inflammable liquid or gases which cannot be reasonably moved shall be covered and fully protected by overlapping sheets or screens of non-combustible material. Where the nature of materials or liquids or gases cannot be properly verified by a suitably qualified person as non-combustible or non-inflammable they must be assumed as combustible or inflammable and all stated precautions shall be carried out in full;
6. all equipment involved in Heat Work is to be examined prior to use and any defects found are to be repaired or replaced prior to Heat Work taking place;
7. all equipment involved in Heat Work is to be attended at all times whilst Heat Work is taking place and only used in accordance with the manufacturer's instructions and by a worker who is trained and experienced in their use;
8. whilst Heat Work involving bitumen heaters is being undertaken the bitumen heaters must be kept in the open or if within a building or on a roof then placed on a surface of non-combustible material;
9. the area where the Heat Work has been undertaken including on the other side of any floor, wall, ceiling or partition and within and on the other side of any tank, pipe, drum or apparatus is to be examined immediately following the completion of Heat Work and then at regular intervals of at least 1 (one) hour to ensure that there is no risk of fire.

For the purposes of this Condition "heat work" shall mean any work undertaken by the **Insured** involving the use of:

(a) grinding wheels, cutting discs, angle grinders, electric, oxy-acetylene or other welding or cutting equipment, blow torches, blow lamps or flame guns or hot air guns in each case howsoever powered or driven including all gas or fuel containers and hose connections; or

(b) bitumen heaters including all vessels for the heating of tar, bitumen or bituminous compounds

Section 8: Products Liability Section

The Cover

The **Insurer** agrees to indemnify or compensate the **Insured** for all sums that the **Insured** shall become legally liable to pay as **Compensation** in respect of accidental:

1. **Bodily Injury** to any person; or
2. **Damage** to material property not belonging to or in the custody or under the control of the **Insured** or any **Employee**;

occurring during the **Period of Insurance** and arising out of any of the **Insured's Products** but solely in respect of **Products** sold in or from the **United Kingdom**.

The **Insurer** shall also indemnify or compensate the **Insured** in respect of **Costs and Expenses. Costs and Expenses** are payable in addition to the **Limit of Liability** other than in respect of claims made or brought in the United States of America or Canada where the **Limit of Liability** will be inclusive of **Costs and Expenses.**

Extensions

Criminal Prosecution Defence Costs

At the **Insured's** request this **Extension** covers the **Insured** and any **Employee** or director of the **Insured** against the legal fees and expenses incurred with the **Insurer's** prior written approval in defending any of them in respect of a prosecution under the Acts set out in the definition of **Criminal Prosecution Defence Costs** and subject to the specified sub-limits, for an offence alleged to be first committed during the **Period of Insurance** in connection with the **Business** in respect of a liability that may form the subject of **Compensation** under this **Section.**

Cross Liabilities

Where more than one party is named as the **Insured**, each party will be indemnified as though they were individually insured

provided that:

1. the total liability of the **Insurer** shall not exceed the limit stated in the **Specification** to this **Section**;
2. this **Extension** shall not apply to liability for which compensation is or would be granted but for the existence of this insurance under any employers' liability insurance; and
3. this **Extension** shall not apply to liability arising directly or in any way in connection with **Damage** to premises (including contents) the occupancy of which is shared between 2 (two) or more parties named as the **Insured**.

Optional Extension

(Operative only if stated in the **Specification**)

Inclusion of United States of America / Canada Jurisdiction

1. the Worldwide Jurisdiction (excluding the United States of America/Canada) Condition is deleted and of no further effect;
2. the North American Exports Exclusion is deleted and of no further effect;
3. the insurance by this **Section** extends to indemnify the **Insured** for legal proceedings brought or originating in the United States of America/Canada or in any territory within their jurisdiction;

   provided that:

   (i) the liability of the **Insurer** in respect of **Compensation** and **Costs and Expenses** shall not exceed the limit stated in the **Specification**;

   (ii) the **Insurer** shall not be liable for the amount stated in the **Specification** to this **Section** as the **Excess**;

   (iii) the **Insurer** shall not be liable for punitive or exemplary damages;

   (iv) the **Insurer** shall not be liable for claims arising from any mould or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted whether toxic or otherwise;

   (v) the **Insurer** shall not be liable for claims arising from the sale or supply of contraceptives;

   (vi) the **Insurer** shall not be liable for:

   (a) any liability arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, atmosphere or any water course or body of water;

   (b) any cost or expense arising out of any governmental demand or request that an **Insured** test for, assess, monitor, clean up, remove, contain, treat, detoxify or neutralise any irritants, contaminants or pollutants;

and the **Insurer** shall not have the duty to defend any claim or suit seeking to impose such costs, expense, liability for such damages or any other relief;

The **Insurer** and the **Insured** agree that the premium for this inclusion will be calculated accordingly.

Exclusions

This **Section** shall not apply to liability or **Compensation** in respect of or arising out of:

Advice and Professional Negligence

advice, design, plan, formula, specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged.

Aircraft/Watercraft Products

any **Product** which could affect the operation or safety of:

1. any aircraft or aero-spatial or aerial device or other craft intended to travel through air or space; or
2. watercraft.

Asbestos

asbestos or related in any way to asbestos or asbestos fibres or particles or any derivatives of asbestos or any materials containing such in any form whatsoever.

However, this Exclusion will not apply in respect of a claim for **Bodily Injury** against the **Insured** arising out of exposure to asbestos fibres, caused by a fire or explosion which occurs during the **Period of Insurance,** subject to a maximum **Insurer's** liability of GBP 500,000 (five hundred thousand pounds sterling)

Contractual Liability

or attaching by virtue of any contract or agreement (whether written, oral, implied or otherwise) but which would not have attached in the absence of such agreement unless the **Insurer** has approved such contract or agreement by endorsement.

Damage to Products Supplied

1. the cost of repairing, inspecting, altering, correcting, rectifying, reconditioning or replacing any **Product** or any of its parts or any defective service or workmanship;
2. the cost of making good damage to property belonging to the **Insured**;
3. the cost of making good any property being worked upon by the **Insured** and arising out of such work; or
4. the withdrawal, recall, repair, replacement, alteration or making of any refund in respect of **Products**.

Defective Workmanship

the cost of rectifying defective work carried out by or on behalf of the **Insured**.

Employees

Bodily Injury sustained by an **Employee** and arising out of and in the course of their employment by the **Insured**.

Food and Drink

food and drink for consumption on the **Premises**.

North American Exports

Products exported to the United States of America, its territories or possessions, or Canada.

Pollution

Pollution unless such **Pollution** is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.

Condition

Worldwide Jurisdiction

(Excluding the United States of America/Canada)

The indemnity provided by this **Section** shall apply to judgements against the **Insured** in any court in the world, excluding judgements obtained in the courts or under the laws of the United States of America, its territories (including Puerto Rico) or possessions, or Canada, or orders obtained in the said courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise ("Foreign Judgements").

The premium for this insurance has been calculated accordingly and no consideration has been paid in respect of liabilities that may arise under any "Foreign Judgements".

Section 9: Money Section

Sub-Section 1 - Money

Definitions

Non-Negotiable Money

Crossed cheques, crossed giro cheques, crossed bankers' drafts, crossed giro drafts, crossed postal and crossed money orders, national savings, certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, bills of exchange, VAT purchase invoices, all belonging to the **Insured** or for which the **Insured** has accepted responsibility.

Situation(s)

1. In transit directly to or from the **Premises** and bank;
2. In the bank night safe and subsequently within the bank premises until at the bank's risk;
3. At any of the **Insured's** contract sites during **Business Hours**;
4. In the homes of the **Insured** or any partner, director or **Employee** of the **Insured**; or
5. In the **Premises**;

anywhere within the **United Kingdom**.

The Cover

The **Insurer** agrees to indemnify or compensate the **Insured** during the **Period of Insurance** against:

1. **Damage** to **Money**;
2. **Damage** to:
   (a) any safe, strongroom or franking machine;
   (b) any container, money waistcoat or money belt whilst being used for carrying **Money**;

   as a result of theft or attempted theft of **Money** unless such cost is more specifically insured
   (c) clothing, personal effects and personal Money belonging to the Insured or any partner, director or Employee of the Insured resulting from an assault in an attempt to steal Money;

occurring in the Situation(s).

Extension

Loss of Keys

This Sub-Section covers the cost of replacement keys or lock mechanisms of safes or strongrooms with the consent of the **Insurer** following theft of keys by force or violence.

Exclusions

This Sub-Section does not cover any:

1. loss resulting from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason;
2. loss or shortage arising from fraud or dishonesty of any **Employee** of the **Insured**:
   (a) unless discovered within 7 (seven) working days after its occurrence; or
   (b) covered by a fidelity guarantee insurance.
3. loss resulting directly or in any way from forgery, fraudulent alteration, substitution, use of a computer or electronic transfer;
4. loss resulting from a safe or strongroom being opened by a key left on the **Premises** out of **Business Hours**;
5. loss or shortage due to errors or omissions in receipts, payments or accountancy, depreciation or currency fluctuations;
6. **Consequential Loss;**
7. loss resulting from an **Unattended Vehicle**; or
8. **Damage** to any machine that uses coins, notes or tokens.

Conditions

Carryings Condition

It is a condition precedent to liability under this **Policy** that when **Money** (other than Non-Negotiable Money) is in transit:

1. by the **Insured's** own **Employees**:
   (a) up to GBP 2,000 (two thousand pounds sterling), it shall be accompanied at all times by at least 1 (one) responsible able-bodied **Employee**;
   (b) up to GBP 5,000 (five thousand pounds sterling) but in excess of GBP 2,000 (two thousand pounds sterling), it shall be accompanied at all times by at least 2 (two) responsible able-bodied **Employees**; and
   (c) up to GBP 10,000 (ten thousand pounds sterling) but in excess of GBP 5,000 (five thousand pounds sterling), it shall be accompanied at all times by at least 3 (three) responsible able-bodied **Employees**; and

2. in excess of GBP 10,000 (ten thousand pounds sterling), it shall be carried by a professional security company.

Contract with a Security Company

If the **Insured** enters into a contract with a professional security company for the transport of **Money** whereby that security company is liable for any losses, and any losses occur which the **Insured** is unable to recover from the security company for any reason either in part or in full, then the **Insurer** will compensate the **Insured** for any unrecoverable amount.

Records

The **Insured** shall keep a complete record of **Money** in the Situation(s) and such record shall be kept in a place other than in a safe or strongroom containing **Money**.

Sub-Section 2 – Personal Assault

Definitions

Insured Person

The **Insured**, and any partner, director or **Employee** of the **Insured** aged between 16 (sixteen) and 70 (seventy) years at the commencement of this **Policy**.

Loss of Use of One or More Limbs

1. in the case of a lower limb loss by physical severance of each and every toe through or above the metatarsophalangeal joints or permanent total loss of use of an entire leg or foot;
2. in the case of an upper limb loss by physical severance of the entire 4 (four) fingers through or above the metacarpophalangeal joints or permanent total loss of use of an entire arm or hand.

Medical Expenses

Expenses necessarily incurred by the Insured Person for medical, surgical, manipulative massage, therapeutic X-ray or nursing treatment including the cost of medical supplies and ambulance hire.

Permanent

Lasting not less than 1 (one) year and then being beyond hope of improvement or disablement lasting less than 1 (one) year which at the **Insurer's** discretion is beyond hope of improvement.

Permanent Total Disablement

Disablement that will entirely prevent the Insured Person from attending to his usual **Business** or occupation for the remainder of his life.

Temporary Partial Disablement

Disablement that prevents the Insured Person from attending to a substantial part of his **Business** or occupation.

Temporary Total Disablement

Disablement that temporarily prevents the Insured Person from attending to his usual **Business** or occupation.

The Cover

The **Insurer** agrees to pay the applicable benefit to the **Insured** if the Insured Person sustains accidental **Bodily Injury** by violent, external and visible means (including unavoidable exposure to the natural elements) caused by an assailant as a result of robbery, holdup or any attempt thereat or whilst the Insured Person attempts to protect the **Insured's Money** which independently of any other cause results within 12 (twelve) months from the date of such **Bodily Injury** in the death, Loss of Use of 1 (one) or More Limb(s), loss of sight in one or both eyes or Permanent Total Disablement.

Table of Benefits

Insured Event		Amount
1	Death*	As stated in the **Specification** to this **Section**
2	Loss of use of 1 (one) or more limb(s)*	As stated in the **Specification** to this **Section**
3	Total and irrecoverable loss of sight in one or both eyes*	As stated in the **Specification** to this **Section**
4	Permanent Total Disablement*	As stated in the **Specification** to this **Section**
5	Temporary Total Disablement	As stated in the **Specification** to this **Section**
6	Temporary Partial Disablement	As stated in the **Specification** to this **Section**
7	Medical Expenses	As stated in the **Specification** to this **Section**

* occurring within 12 (twelve) months of the happening of the Insured Event.

Conditions

1. Benefit will only be payable if either:
   i) under Insured Events 1 to 4 as stated in the Table of Benefits **Bodily Injury** is sustained by violent, external and visible means (including unavoidable exposure to the natural elements) caused by an assailant as a result of robbery, hold up or any attempt thereat of whilst the

Insured Person attempts to protect the **Insured's Money**; or

ii) under Insured Events 5 and 6 as stated in the Table of Benefits in respect of one continuous period of Disablement.

2. The **Insurer** will cease paying Benefits under Insured Events 5 and 6 as stated in the Table of Benefits immediately an Insured Person becomes entitled to Benefit under Insured Events 1 to 4 as stated in the Table of Benefits.

3. Benefits under Insured Events 5 and 6 as stated in the Table of Benefits in respect of any one Insured Person for all periods of disablement arising from one event, source or original cause will not be paid for more than the number of weeks as stated in the **Specification** to this **Section**.

4. Benefit as payable under Insured Events 5 and 6 as stated in the Table of Benefits shall not exceed the average weekly wage or salary (including where applicable average bonuses and overtime payments) of the Insured Person.

Claims Conditions

1. The Insured Person as often as required shall submit to medical examination on behalf of the **Insurer** at the **Insurer's** own expense.

2. The **Insurer** shall in the case of the death of the Insured Person be entitled to have a post-mortem examination at the **Insurer's** own expense.

Section 10: Goods in Transit Section

Definitions

Geographical Limits

Anywhere in the world.

In Transit

From the time the Property Insured is loaded into the carrying conveyance and continues during the ordinary course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying conveyance including Temporary Storage.

Property Insured

Goods relating to the **Business** belonging to the **Insured** or for which the **Insured** has accepted responsibility.

Temporary Storage

Property Insured stored whilst en route for no longer than 72 (seventy-two) hours.

The Cover

The **Insurer** agrees to cover **Damage** to the Property Insured occurring during the **Period of Insurance** whilst In Transit by any method of conveyance stated in the **Specification** to this **Section** within the Geographical Limits.

Basis of Claims Settlement

The amount payable shall be the value of the Property Insured at the time of its **Damage**, or at the **Insurer's** option the reinstatement or replacement of such Property Insured or any part of it.

Extensions

Clothing and Personal Effects

This **Extension** covers **Damage** to partners', directors' or **Employees'** clothing and personal effects caused by or following an accident to the conveying vehicle or trailer whilst In Transit and going about the **Business** of the **Insured**.

Debris Removal, Trans-shipment and Recovery Charges and Costs

This **Extension** covers the **Insured** for:

1. their liability for debris removal, trans-shipment and recovery charges and costs following **Damage** or an accident to the vehicle conveying the Property Insured; and
2. trans-shipment or recovery charges and costs incurred by the **Insured** to mitigate or prevent any claim.

Tarpaulins, Sheets and Ropes

This **Extension** covers **Damage** to tarpaulins, sheets, ropes, securing chains, packing materials, dunnages and toggles owned by the **Insured** or for which the **Insured** is responsible, provided that **Damage** is caused whilst such property is in use on vehicles or trailers owned or operated by the **Insured**.

Tools and Samples

This **Extension** covers **Damage** to director's, partner's or **Employee's** tools and samples in the vehicle or trailer.

Condition

Precautions

The **Insured** shall at all times take precautions to:

1. maintain in an efficient and roadworthy condition any vehicle in their ownership or control in or on which the Property Insured is carried;
2. ensure that any road vehicle in their ownership or control is suitable for the purpose for which it is to be used; and
3. ensure that the Property Insured is packed safely and securely whilst In Transit.

Exclusions

This **Section** does not cover:

1. **Damage** caused by:
   - (a) inherent vice, latent defect, gradual wear and tear, frost, faulty or defective design or materials;
   - (b) disappearance or unexplained or inventory shortage;
   - **(c)** the connivance or collusion of the **Insured** or any partner, director or **Employee** of the **Insured**;
   - (d) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
   - (e) the deterioration of Property Insured whilst In Transit in frozen, chilled or insulated condition due to variations in temperature unless directly consequent upon fire, theft or overturning or collision of the carrying vehicle;
   - (f) theft or attempted theft from any **Unattended Vehicle or Trailer** owned or operated by the **Insured**:

(i) during normal working hours, unless all doors, windows and other openings are securely locked and fastened and any immobiliser or alarm fitted to the vehicle is correctly set to operate and all keys removed from the vehicle; and in addition

(ii) outside of normal working hours, unless the conveying vehicle is garaged in a securely locked building of a substantial construction or a compound which has secure walls or fences and securely fixed gates; or

(g) mechanical or electrical breakdown failure or derangement.

2. **Damage** due to:

(a) insufficient or faulty packing, loading or stowing or wrongful addressing labelling or delivery; or

(b) delay, loss of market or other **Consequential Loss**.

Excluded Property

This **Section** does not cover **Damage** to:

(a) jewellery or watches;

(b) precious metals, precious stones, or articles composed of such materials;

(c) wines, spirits, perfumes, tobacco, products or furs;

(d) deeds, documents, manuscripts or plans;

(e) **Computer Equipment**;

(f) plasma or LCD screen televisions, mobile phones, digital cameras, DVD players or Hi-Fi equipment, PDAs, tablets, Bluetooth accessories, VR headsets, Fitbits, smart watches or video game consoles;

unless specifically stated as covered in the **Specification** to this **Section**;

(g) china, glass or earthenware;

(h) pictures, paintings, works of art, plasterwork or statuary marble;

(i) scientific instruments of any kind;

(j) non-ferrous metals, copper or lead;

unless caused by fire, theft, actual collision or overturning of the conveying vehicle or an object falling onto the conveying vehicle;

(k) livestock;

(l) explosive goods;

(m) bullion;

(n) **Money**;

(o) property in or on soft-topped, open-topped or curtain-sided vehicles or trailers owned or operated by the **Insured** or in the care, custody or control of the **Insured** if caused by:

(i) storm, tempest or flood;

(ii) theft or attempted theft unless the vehicle or trailer is stolen at the same time;

(iii) malicious persons in respect of an **Unattended Vehicle or Trailer**.

Section 11: Loss of Licence Section

Definitions

Designated Premises Supervisor

The individual specified in the Licence as the premises supervisor as defined under section 15 of the Licensing Act 2003.

Licence

The premises licence granted to the **Insured** for the sale of excisable liquors and or the provision of entertainment in connection with the **Business** at the **Premises**.

Licensing Authorities

Those authorities authorised under section 3 of the Licensing Act 2003.

Operating Schedule

The document that sets out the relevant licensable activities as defined under section 17 of the Licensing Act 2003.

The Cover

The **Insurer** agrees that if the **Insured's** Licence is:

1. forfeited, suspended or withdrawn; or
2. refused renewal after due and proper application;

during the **Period of Insurance,** the **Insurer** will indemnify or compensate the **Insured** for:

(a) the reduction in value of the interest of the **Insured** in the **Premises** as a result of the forfeiture, suspension, withdrawal or refusal to renew the Licence; and

(b) all costs and expenses incurred by the **Insured** with the **Insurer's** consent in connection with any appeal.

Exclusions

This **Section** does not cover any loss:

1. if the **Insured** is entitled to obtain compensation under any legislation or bye-law in respect of refusal to renew the Licence;
2. if any alterations to the **Premises** are made without the consent of the Licensing Authorities;
3. if the **Premises** are not maintained in a good state of sanitary condition or repair;
4. where any direction or requirement of Licensing Authorities or other authorities is not complied with;
5. where the forfeiture, suspension or withdrawal of the Licence is attributable wholly or in part to any act of or omission by the **Insured** or the **Insured's** failure to take all reasonable action to maintain the Licence in force;
6. where the Licence is forfeited, suspended, withdrawn or lapsed as a result of:

   (a) actual or proposed compulsory acquisition of the **Premises**;

   (b) any scheme of town or country planning, improvement or redevelopment;

   (c) the failure to notify the authorities about changes to the Operating Schedule;

   (d) failure other than for good cause to keep the **Premises** open during the permitted hours;

   (e) the Designated Premises Supervisor losing their personal licence;

   (f) the death or insolvency of the Licence holder; or

   (g) any alteration to legislation or regulations governing the grant, renewal, transfer, surrender, forfeiture, suspension or withdrawal of the Licence after the commencement of the **Period of Insurance** unless the **Insurer** confirms in writing that this coverage will continue to apply after such alteration.

Conditions

Claims Condition

On becoming aware of the forfeiture, suspension, withdrawal, lapsing or refused renewal of the Licence the **Insured** shall:

1. give the **Insurer** notice in writing within 48 (forty-eight) hours with a full explanation of the circumstances;
2. give all such assistance as the **Insurer** may reasonably require to appeal against such forfeiture, suspension, withdrawal, lapsing or refused renewal of the Licence;
3. apply if practicable and required by the **Insurer** for the grant of a new Licence for the same or alternative premises to ensure the continuance of the **Business** in a similar or alternative form;
4. provide a statement of loss if any together with such documents, statements and accounts as may be reasonably required by the **Insurer** to verify the same;
5. allow the **Insurer** such access to the **Premises** and to the **Insured's** books that the **Insurer** may require to quantify the amount of the loss.

Notification to the Insurer

The **Insured** must as soon as practicable give notice in writing and supply such additional information and assistance as the **Insurer** may reasonably require on becoming aware of any:

1. complaint against the **Premises** or the control of the **Business** at the **Premises**;

2. legal proceedings against or conviction of the Licence holder, manager, tenant, Designated Premises Supervisor or occupier of the **Premises** for any breach of legislation or regulations relating to licensing laws or any other circumstance whereby the character or reputation of the person is affected or called into question in respect of their honesty, moral standing or sobriety;
3. change in the management or tenancy of the **Premises**;
4. transfer or proposed transfer of the Licence;
5. alteration in the **Business** at the **Premises**; or
6. objection to renewal or any other circumstance which might prejudice renewal of the Licence.

Replacement of Licensee

In the event of the death, insolvency or incapacity of or the conviction or absconding of any Licence holder, manager, tenant, Designated Premises Supervisor or occupier of the **Premises**, the **Insured** will at the **Insurer's** request take all practicable steps to secure a replacement for such person such replacement being acceptable to the Licensing Authorities or to any other like authority governing transfer of the Licence.

Section 12: Production Indemnity "All Risks" Section

Definitions

Gross Production Cost

All costs including overheads chargeable directly to the Production(s) but excluding:

(a) costs of scenario, story rights, musical rights, dialogue, royalties, scripts, typing schedules or plans (unless such costs are rendered entirely valueless), insurance premiums, taxes, completion guarantee fees, interest or finance charges;

(b) costs and expenses relating to sets, props, wardrobes or equipment owned by the **Insured** unless specifically designed for a Production and subsequently rendered entirely valueless;

(c) any amount which the **Insured** may be liable to pay to any director or partner of the **Insured** for salary or other payments incurred by reason of the Production(s) being interrupted or extended unless the services rendered by such person are in the capacity of producer, director, writer, actor or are directly related to the cost of the Production(s);

(d) costs of replacement of third party proprietary software. In the event of abandonment, Gross Production Cost shall mean the amount of the contract value less:

(i) savings in costs and expenses between the date of abandonment and the anticipated completion date;

(ii) the amounts, costs and expenses described in (a), (b), (c) and (d) above subject to the contract price having been reflected in the **Insured's** estimate of Gross Production Costs.

Principal Persons

Any principal recording artiste, film star, director, producer, leading cameraman or recording effects man or any other person on whom the Production substantially depends.

Production

Any film, video, multimedia production or conference or event (other than where income is generated by speculative ticket sales) undertaken by the **Insured**.

Property Insured

Raw film or tape stock, exposed film (developed or undeveloped), videotape (including time coded tapes and offline copies), matrices, lavenders, positives, inter-positives, working prints, cutting copies, fine grain prints, transparencies, cells, artwork and drawings and computer media of all types (excluding third party proprietary software) soundtracks and tapes used in connection therewith all the property of the **Insured** or for which they are responsible.

The Cover

The **Insurer** will indemnify the **Insured** for:

a) any net increase in the Gross Production Cost necessarily incurred by the **Insured** in completion of the Production(s) so far as reasonably practicable in the manner originally intended;

and/or

b) the amount of the Gross Production Cost expended prior to the Production(s) being unavoidably interrupted, postponed, cancelled or abandoned with the prior written consent of the **Insurer**;

and/or

c) additional expenditure necessarily and reasonably incurred to recompile or restore data or software which has been produced or developed directly in connection with an insured Production(s);

arising as a result of:

(i) Multimedia Sub-Section

Damage (including impairment or distortion of image) not otherwise excluded to the Property Insured whilst within the Geographical Limits stated in the **Specification** occurring during the **Period of Insurance**.

(ii) Producers Indemnity Sub-Section

any cause beyond the control of the **Insured** not otherwise excluded occurring during the **Period of Insurance.**

Amount Payable

(Annual)

The **Insurer's** maximum liability in respect of any one Production will not exceed the Limit of Indemnity as stated in the **Specification**.

Extensions

Agency and Talent Costs

This **Extension** covers the reasonable agency costs (as specified in Item 17(i) of the APA agreement) up to 25% with a maximum of GBP 30,000 (thirty thousand pounds sterling) any one Production or as otherwise stated in the **Specification** following **Damage** to the Property Insured.

This **Extension** also covers talent costs in excess of the declared **Sum Insured** for each Production of up to 25% but not exceeding GBP 30,000 (thirty thousand pounds sterling) any one Production or as otherwise stated in the **Specification** in all where the **Insured** is contractually responsible for such costs.

Archive Material

This **Extension** covers the cost of reduplicating or reprinting archive material on loan/hire to the **Insured** in the event of its **Damage**.

Automatic Reinstatement

In consideration of the insurance not being reduced by the amount of any loss the **Insured** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**.

Storage

This **Extension** covers the extra expenses sustained as a result of **Damage** to the Property Insured for a period of 12 (twelve) months after completion of the edited master unless contractual responsibility exists with the Agency to arrange insurance or at the expiration of the **Period of Insurance** whichever occurs soonest.

Exclusions

(applicable to Multimedia Sub-Section only)

The **Insurer** will not be liable for **Damage** to the Property Insured or any loss or expense whatsoever or **Consequential Loss**:

1. occasioned by or happening through:
   (a) theft from any unattended unlocked vehicle;
   (b) errors of judgment in exposure, lighting, sound recording selection or use of equipment or faulty manipulation by the **Insured**;
2. directly or in any way caused by airport or customs security checks or apparatus unless properly labelled and beyond the control of the **Insured**;
3. occasioned by or happening through:
   (a) the costs of rectifying programming errors or design defects in software;
   (b) in respect of third party proprietary software only programming errors or design defects but this Exclusion will not apply to additional expenditure consequent upon erasure, destruction, corruption or distortion of other software caused by programming errors or design defects in third party proprietary software;
4. in consequence of the use by the **Insured** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven;
5. in consequence of failure to comply with manufacturers' recommendations relating to the storage of computer media;
6. arising directly or in any way as a result of or contributed to by foot and mouth disease.

Exclusions

(applicable to the Producers Indemnity Sub-Section only)

The **Insurer** will not be liable:

1. for any loss or expense or **Consequential Loss** arising from the incapacity of any person:
   (a) due to any hazardous act, feat or performance undertaken in connection with an insured Production unless the **Insurer** has specifically agreed to provide such cover;
   (b) due to venereal disease, AIDS, the illicit taking of drugs or the effects or influence of intoxicating liquor;
   (c) caused by or contributed to by menstruation, pregnancy, childbirth or conditions pertaining thereto;
   (d) directly or in any way caused by or contributed to by mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria if such person is less than 15 (fifteen) years of age;
   (e) who at the commencement of any insured Production or at the time of engagement is less than 4 (four) years of age or more than 70 (seventy) years of age unless details of such persons' involvement have been agreed by the **Insurer**;
   (f) arising from any illness, disease or condition known to or which was manifest to the **Insured** or the person at the time of engagement;
2. for any loss or expense or **Consequential Loss** caused or contributed to by:
   (a) variations in the rate of exchange or stability of any currency;
   (b) the insolvency of the **Insured** or insufficient finance whenever or however such insufficiency may occur, or lack of support;
3. for any claim for:
   (a) the cost of repair or replacement of any material property of any kind including loss or destruction of or damage to exposed and/or unexposed film negatives, prints and/or sound tapes or videotapes;
   (b) liability for payment of continuing hire charges under a hire agreement following loss or destruction of or damage to equipment used in connection with an insured Production;
4. for any loss or expense or **Consequential Loss** occasioned by or happening through the failure of any videotape film or recording or any special effect used in its Production to fulfil its intended function or to create the desired effect;
5. for any loss or expense or **Consequential Loss** occasioned by or happening through cancellation, interruption, postponement or abandonment of filming

or recording due to weather conditions resulting in unsuitable photographic or recording conditions;

6. for any loss or expense or **Consequential Loss** directly or in any way caused by or contributed to by:

   (a) the failure of any animal to perform its intended function in an insured Production unless due to death, accidental injury or illness or disease first manifesting itself after the date of engagement for an insured Production;

   (b) electrical or mechanical breakdown of any aircraft, helicopter, hovercraft, waterborne vessel, motorcycle, motor vehicle, railway locomotive, robot, lifting machinery or contractors' plant which is intended to appear in an insured Production unless full details have been agreed by the **Insurer**;

7. for any loss or expense or **Consequential Loss** occasioned by reason of claims made upon the **Insured** for failure to fulfil any contract;

8. for the amount of the **Excess**;

9. for any loss or expense or **Consequential Loss** arising from the incapacity or inadequate performance of any person unless due to mental stress as a result of serious accidental bodily injury to or illness requiring hospitalisation or death of that person's spouse, fiancé(e), child, parent, brother or sister;

10. for the costs of rectifying programming errors or design defects in software;

11. for any additional expenditure in consequence of programming errors or design defects in respect of third party proprietary software only but this Exclusion will not apply to additional expenditure consequent upon erasure, destruction, corruption or distortion of other software caused by programming errors or design defects in third party proprietary software

12. for any additional expenditure in consequence of the use by the **Insured** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven;

13. for any additional expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer media;

14. for any loss arising directly or in any way as a result of or contributed to by foot and mouth disease.

Conditions

Production Planning

It is a condition precedent to liability under this **Policy** that:

(a) all travel and filming arrangements including purchase of tickets, reservation of accommodation, receipt of passports, visas, filming permits and consents and required or recommended immunisations are completed prior to departure to the first shoot location of any insured Production and that all other necessary and appropriate arrangements have been made for fulfillment of the insured Production(s);

(b) the Principal Persons are under contract to complete the insured Production(s).

Duplicates

It is a condition precedent to liability under this **Policy** that no original work, animation artwork, drawings, prints or offshoots are intentionally destroyed until a protection print and/or duplicate tape and/or disc has been completed.

Rushes

It is a condition precedent to liability under this **Policy** that all rushes are kept in the possession or control of the **Insured**, their professional representatives or their **Employees** at all times and carried in hand luggage throughout the duration of any return air flight from a shoot location unless deemed otherwise by the conveying Airline.

Pre-Filming Testing

It is a condition precedent to liability under this **Policy** that immediately prior to filming all cameras, lenses, raw film stock and video tape and associated equipment must be checked to ensure that they are satisfactory for the purpose and manner in which they are intended to be used.

Full Value Declaration

The **Insured** declared that to the best of their knowledge and belief the **Sum Insured** or Limit of Indemnity represent an accurate estimate of the gross production cost of the insured Production(s).

Short Period only

If in the event of loss insured hereby the **Insured** is found to be in breach of the Full Value Declaration clause then the **Insured** shall be considered their own insurer for the difference between the **Sum Insured** and the Gross Production Cost and will bear a rateable share of the amount of the loss accordingly.

Premium Adjustment

If any part of the premium is calculated on estimates, the **Insured** shall within 60 (sixty) days after the expiry of the **Period of Insurance** supply details as the **Insurer** may require.

The premium for such period will be adjusted and the difference paid by or refunded to the **Insured** as the case may be any refund not exceeding 50% (fifty percent) of the premium paid.

Processing

The **Insured** will send unprocessed negative film for processing as soon as reasonably practical but in any event such material will not be accumulated by the **Insured** for more than 48 (forty-eight) hours or as otherwise agreed by the **Insurer**.

Geographical Limit

The Geographical Limit applicable to the failure of any person to appear as a result of death, personal injury or illness prior to that person's arrival at the filming location is anywhere in the world.

Section 13: Media Liability Section

Definitions

Advertising

Advertising, publicity, or promotion of the **Insured's Media Business Activities** and of the products and services of others.

Circumstance

Any circumstance, incident, occurrence, fact, matter, act, omission, state of affairs or event which is likely to give rise to a claim against the **Insured** or a claim by the **Insured** under this **Policy.**

Computer System

Any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of the **Insured's** electronic communications system, world-wide web site, internet site, intranet site, extranet site or web address(es).

Damages

Monetary relief

Defence Costs and Expenses

All reasonable costs and expenses incurred, with the **Insurer's** prior written consent, in the investigation, defence and settlement of any claim first made against the **Insured** or of any Circumstance first notified during the **Period of insurance**. It does not include the **Insured's** own overhead costs and expenses.

Employee

a. any person employed by the **Insured** under a contract of service, training or apprenticeship, and

b. any voluntary worker; and

c. any locum, seasonal or temporary personnel; and

d. any self-employed person or entity acting as freelance consultant but only if such person or entity is working under the **Insured's** direction, control and supervision.

Financially Associated Person or Entity

a. any business controlled or managed by the **Insured** or in which the **Insured** has an executive interest;

b. any company in which the **Insured** directly or in any way owns or controls more than 15% of the issued share capital;

c. any person having an executive or managerial role in the **Insured** or who would be considered to be a shadow director of the **Insured**;

d. any company that directly or in any way owns or controls any of the issued share capital of the **Insured** or any of whose issued share capital is directly or in any way owned or controlled by any other company or person who directly or in any way owns or controls any of the issued share capital of the **Insured**.

Indemnity Limit

The **Insurer's** total liability to pay damages and claimant's costs, and shall not exceed:

a. in the case of any claim arising directly or in any way from any Virus the Sum stated in the **Specification** or GBP 500,000 (five hundred thousand pounds sterling) (whichever is less) in respect of any one claim or series of claims arising out of one originating cause and in total for all claims first made during the **Period of insurance**;

b. in all other cases (except where specific Sums are stated in the Insuring Clauses) the Sum stated in the **Specification** in respect of any one claim or series of claims arising out of one originating cause regardless of the number of persons claiming an indemnity from the **Insurer** under the terms of this **Section**.

If more than one person is entitled to an indemnity under the terms of this **Section**, then the **Insurer's** total liability to all such persons shall not exceed the Indemnity Limit. For the avoidance of doubt, the Indemnity Limit in a. above is not additional to and shall not increase the Sum stated in the **Specification**.

Virus

means any unauthorised executable code uploaded to, or replicated through, a Computer System or network whether termed a virus or known by any other name and whether it is self-replicating or non-replicating which causes damage or loss to data or the Computer System.

Insuring Clauses

In consideration of the premium having been paid to the **Insurer**, the **Insured** is indemnified up to the Indemnity Limit (unless otherwise specified below) as follows:

1. Indemnity

For damages and claimant's costs for which the **Insured** is legally liable to pay resulting from claims first made against the **Insured** during the **Period of Insurance** and arising out of the ordinary course of the **Media Business Services** or associated Advertising activities in consequence of:

a. breach of contract or liability assumed by the **Insured** in the form of hold harmless or indemnity agreements executed with any party with whom the **Insured** has contracted to provide **Media Business Services** but only in respect of indemnity provided by Insuring Clauses 1. (Indemnity) and 2. (Legal Defence Costs and Expenses);

b. defamation or other tort related to disparagement of character, harm to reputation or feelings of any person or organisation including libel, slander or defamation, product disparagement and malicious falsehood, trade libel or any claim relating to outrage or emotional distress;

c. unintentional breach of confidentiality or other invasion, infringement or interference with rights of privacy or publicity including false light, intrusion upon a person's seclusion and the public disclosure of private facts;

d. unintentional infringement of intellectual property rights including copyright, title, slogan, trademark, domain name or metatag, moral rights, misappropriation of, formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork, passing off and plagiarism and commercial appropriation of name or likeness;

e. unintentional breach of a license to use a third party's trademarked or copyrighted material but only to the extent that use exceeds the express limitations in the license regarding territory, duration or media in which the material may be used and only when made as a part of a claim under d. above;

f. breach of comparative advertising regulations;

g. the loss of or damage to **Documents**;

h. unintentional transmission of a Virus;

i. the failure to protect against unauthorised access to, unauthorised use of, a denial of service attack against the **Insured's** Computer System;

j. misuse of any information which is either confidential or subject to statutory restrictions;

k. breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation;

l. dishonest, fraudulent or malicious act or omission of any former or present Employee (which term, for the purpose of this clause alone, shall not include any principal, partner, member or director of the **Insured**) provided that no indemnity shall be given in the event that any principal, partner, member or director of the **Insured** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission;

m. any other civil liability not otherwise excluded.

2. Legal Defence Costs and Expenses

The **Insurer** will pay in addition to any indemnity under Insuring Clause 1. (Indemnity) all Defence Costs and Expenses provided that:

a. if the amount paid or agreed to be paid by or on behalf of the **Insured** to dispose of a claim exceeds the Indemnity Limit the **Insurer** will only be liable for that proportion of the Defence Costs and Expenses which the Indemnity Limit bears to the amount paid or agreed to be paid;

b. in the event that the **Insurer** elects to make a payment to the **Insured** pursuant to Notification and Claims Condition – Applicable to this **Section** then the **Insurer** shall have no liability to pay Defence Costs and Expenses incurred after the date upon which such payment is made.

3. Rectification

For additional expenses, other than those covered under Insuring Clause 8. (Withdrawal of Content) of this **Section** directly incurred, with the prior written consent of the **Insurer**, in successfully rectifying a problem which otherwise would lead to a claim in excess of such expenses under Insuring Clause 1. (Indemnity) of this **Section**.

If the **Insured** is unable to get approval from the **Insurer** due to time constraints or lack of detailed information, the **Insurer** will pay such expenses provided that the **Insured** can demonstrate that:

a. such expenses were less than the amount of a potential claim; and

b. the amount is reasonable; and

c. the **Insured's** client has received the same level and quality of service or deliverables that they were originally entitled to receive.

Any payment made under this Clause will exclude the **Insured's** lost profit, mark-up, or VAT or its equivalent and compensation for management time or any lost files or commissions from any other client or potential client. If a claim is later made the amount of expenses paid under this **Section** will be deducted from the Indemnity Limit for that claim.

4. Irrecoverable fees

For amounts owed to the **Insured**, including amounts legally owed by the **Insured** to sub-contractors or suppliers, due to the refusal of the **Insured's** client to pay for work done by the **Insured** for them where such client has reasonable grounds for being dissatisfied with the work and threatens to bring a claim for more than the amount owed, and which would otherwise be covered under Insuring Clause 1. (Indemnity), provided that such threat is first made against the **Insured** and notified to the **Insurers** during the **Period of Insurance**. In such circumstances, if it is possible to settle the dispute by agreeing not to pursue the outstanding amount, the **Insurer** will agree to pay the amount owed if they consider that it will avoid a

legitimate claim under Insuring Clause 1. (Indemnity) for a greater amount. If, following this, a claim under Insuring Clause 1. (Indemnity) still arises then the amount paid under this **Section** will be deducted from the Indemnity Limit**.** If the **Insured** eventually recovers part or all of the debt then such recovered amount shall be repaid to the **Insurer** less the **Insured's** reasonable expenses of recovering the debt due.

5. Commitment to Media Space or Print Time

For claims first notified by the **Insured**, during the **Period of Insurance** relating to amounts that the **Insured** is committed to pay for media space or print time, but where the **Insured's** client refuses to pay due to allegations that the **Insured** has acted outside its authority, the **Insurer** will pay such an amount if it can be shown, by the **Insured**, that it cannot legally be recovered from the client and that all reasonable steps have been taken to reduce or avoid the loss.

6. Data Protection Defence Costs

Up to a maximum of GBP 250,000 (two hundred and fifty thousand pounds sterling) in the aggregate in the **Period of Insurance**, in respect of legal costs and expenses incurred with the **Insurer's** prior written consent in the defence of any criminal proceedings brought against the **Insured** during the **Period of Insurance** under The Data Protection Act 1998 or amending or superseding legislation provided always that:

a. the act, error or omission giving rise to the proceedings shall have been committed by the **Insured** in the ordinary course of their **Media Business Services**;

b. the **Insurer** shall be entitled to appoint solicitors and counsel to act on behalf of the **Insured**;

c. the **Insurer** shall have no liability to pay costs incurred subsequent to a plea or finding of guilt on the part of the **Insured**, or in the event that counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable.

7. Reputation Management

Following a claim under Insuring Clause 1.(Indemnity), up to a maximum of GBP 250,000 (two hundred and fifty thousand pounds sterling), for all reasonable costs incurred with the **Insurer's** prior written consent for a public relations and/or crisis management consultant to avert or mitigate any material damage to the **Insured's Media Business Services** reputation.

8. Withdrawal of Content

Up to a maximum of GBP 250,000 (two hundred and fifty thousand pounds sterling) for expenses necessarily incurred, with the prior written consent of the **Insurer**, in the withdrawal or alteration of any data, text, sounds, images or similar content as a result of or in mitigation of a claim or potential claim which would otherwise be covered under Insuring Clause 1, including as a result of a complaint made to the Advertising Standards Authority (ASA), the Office of Communications (OFCOM), Trading Standards Officers or any other regulatory or self-regulatory body.

The **Insurer** will only pay such expenses if the **Insured** can demonstrate that:

i) such content would, if not withdrawn or altered, lead to a claim under Insuring Clause 1. (Indemnity) equal to or in excess of the expenses necessarily incurred in the withdrawal or alteration of the content; and

ii) the expenses incurred are necessary to successfully avoid such claim.

Any payment made under this Clause will exclude the **Insured's** lost profit, mark-up, or VAT or its equivalent and compensation for management time or any lost files or commissions from any other client or potential client. If a claim is later made the amount of expenses paid under this **Section** will be deducted from the Indemnity Limit for that claim.

9. Compensation for Court Attendance

If the **Insured** has to attend court as a witness in connection with a claim covered under Insuring Clause 1 the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

i. any director or partner of the **Insured**: GBP 500 (five hundred pounds sterling);

ii. any Employee of the **Insured:** GBP 250 (two hundred and fifty pounds sterling).

10. Costs for Prosecuting Infringement of the Insured's Intellectual Property Rights

Up to a maximum of GBP 25,000 (twenty-five thousand pounds sterling) in the aggregate in the **Period of Insurance**, for the reasonable and necessary costs and expenses incurred by the **Insured**, with the **Insurer's** prior written consent, in the pursuance of any claim first made by the **Insured** against a third party during the **Period of Insurance**, for infringement of intellectual property rights first discovered by the **Insured** during the **Period of Insurance** where the ownership of such rights is vested in the **Insured**.

For the purposes of this Insuring Clause the **Insurer** will only give prior consent where the **Insured** has provided, at their own expense, an opinion from a solicitor, barrister or suitably qualified intellectual property agent evidencing the existence of the **Insured's** intellectual property rights, the infringement

of those rights, a measurable loss and a reasonable prospect of success.

For the avoidance of doubt, the **Insurer's** total liability to indemnify the **Insured** under any combination of these Insuring Clauses shall not exceed the Sum stated in the **Specification** under the heading "Indemnity Limit" in respect of any one claim or series of claims arising out of one originating cause regardless of the number of Insuring Clauses that it or they might relate to.

For the avoidance of doubt the indemnity provided under Insuring Clauses 5.-10. is not additional to and shall not increase the Indemnity Limit.

Extensions

In respect of indemnity provided under Insuring Clause 1 (Indemnity) and subject otherwise to this **Policy's** terms and conditions the following Extensions of cover apply:

Joint ventures

The **Insured** is indemnified up to the Indemnity Limit for any claim or Circumstance arising from **Media Business Services** carried out by or in the name of a consortium of professional people or firms or other association formed of which all or any of the **Insured** form part for the purpose of undertaking any joint venture or any other profit-sharing arrangement but only in respect of the direct acts or omissions of the **Insured**.

Indemnity to Principals

If the **Insured** so requests, the **Insurer** will indemnify any Principal with whom the **Insured** has entered into an agreement as far as is necessary to meet the requirements of such agreement but only in respect of liability incurred to independent third parties arising directly from the **Media Business Services** performed by the **Insured**.

Mergers and Acquisitions

a. If, during the **Period of Insurance** the **Insured** creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies does not exceed 20% (twenty percent) of the estimated turnover of the companies covered under this **Policy** at inception (less the turnover for companies sold during the **Period of Insurance**), then this **Policy** shall include as an **Insured** any such company created or acquired automatically from the date of creation or acquisition without additional premium provided that:

   i. **Media Business Services** carried out by such company is similar to that of the **Insured**; and

   ii. prior to the acquisition the acquired company's directors or officers shall not have notified or be aware of any professional indemnity claims or circumstances; and

   iii. the Retroactive Date applicable to the **Media Business Services** of the new entity is deemed to be the date of acquisition or creation;

b. Where the **Insured** creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies exceeds 20% (twenty percent) of the estimated turnover of the companies covered under this **Policy** at inception (less the turnover for companies sold during the **Period of Insurance**), then this **Policy** shall include as an **Insured** any such company created or acquired automatically from the date of creation or acquisition provided that:

   i. the terms stated in a. i to iii above also apply to such created or acquired companies;

   ii. the **Insured** notifies the **Insurer** as soon as is reasonably practicable of the creation or acquisition;

   iii. the **Insured** accepts the revised premium and or terms applying to each and every such creation and or acquisition;

   iv. all cover in respect of such created or acquired entities will terminate 30 (thirty) days following creation or acquisition if terms cannot be agreed between the **Insured** and the **Insurer**.

Conditions

Change of Control

In the event that the **Insured** merges into or consolidates with or sells all or substantially all of its assets or shares to a third party (whether a company, corporation or any other legal entity or person) or there is any acquisition of more than 50% (fifty percent) of the voting share capital of the **Insured** by a third party (whether a company, corporation or any other legal entity or person) the **Insured** shall give written notice of such event prior to its execution. Upon receipt of such notice, the **Insurer** may at its absolute discretion agree to continuation of this **Policy**, to be confirmed by way of a written endorsement to this **Policy**. In the absence of such agreement and/or if notice is not forthcoming as required under this Condition, the cover provided by this **Policy** shall cease with immediate effect at the date of the change of control.

For the avoidance of doubt, the **Insured** shall not be entitled to an indemnity in respect of any claims made under this **Policy** where notification of the claim occurs after a change in control (as referred to in this Condition) where the change of control was not reported to the **Insurer** and approved in accordance with this Condition.

Premium Payment Clause

The **Insured** undertakes that the premium will be paid in full to the **Insurer** within 60 (sixty) days of inception of this **Policy** (or, in respect of instalment premiums agreed by the **Insurer,** when due).

If the premium due under this **Policy** has not been so paid to the **Insurer** by the 60th (sixtieth) day from the inception of this **Policy**, (and, in respect of instalment premiums, by the date they are due), the **Insurer** shall have the right to cancel this **Policy** by notifying the **Insured** via their broker in writing. In the event of cancellation, premium is due to the **Insurer** on a pro rata basis for the period that the **Insurer** is on risk but the full policy premium shall be payable to the **Insurer** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this **Policy**.

It is agreed that the **Insurer** shall give not less than 15 (fifteen) days prior notice of cancellation to the **Insured** via their Insurance Adviser. If premium due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, this **Policy** shall automatically terminate at the end of the notice period.

If any provision of this Clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Clause which will remain in full force and effect.

Reasonable Steps to Avoid Loss

Without prejudice to the Notification and Claims Conditions in this **Policy**, the **Insured** shall take all reasonable steps to avoid or mitigate any loss, damage or liability that may result in any claim or Circumstance notifiable under this **Section**.

In addition, in relation to Insuring Clause 1.h., the **Insured** shall protect its Computer System by:

a. having Virus protection software operating in place which is running, correctly configured and regularly or automatically updated;

b. having a fire wall or similar configured device to control access to its Computer System;

c. encrypting and controlling the access to its Computer System and external devices including plug-in devices networked to its Computer System;

d. controlling unauthorised access to its Computer System by correctly configuring its wireless network;

e. changing all passwords on information and communication assets at least every 60 (sixty) days and cancel any username, password or other security protection after it knew or had reasonable grounds to suspect that it had been available to any unauthorised person;

f. taking regular back-up copies of any data, file or programme on its Computer System;

g. having an operational system for logging and monitoring user activity on its Computer System.

Dishonest or Fraudulent Act or Omission

In the event of a loss or claim which involves the dishonest, fraudulent or malicious act or omission of any former or present Employee the **Insured** shall take all reasonable action (including legal proceedings) to obtain reimbursement from the Employee concerned (and from any Employee who may have conspired to commit or have condoned such act or omission) or from the estate or legal representatives of such Employee. Any monies which but for such dishonest, fraudulent or malicious act or omission would be due to such Employee from the **Insured** or any monies held by the **Insured** for such Employee shall be deducted from any amount payable under this **Section**.

Exclusions

The **Insurer** shall not be liable to indemnify the **Insured** against:

Adherence to Legal Advice

Any claim arising out of or relating directly or in any way from any failure of the **Insured** to adhere to its own legal advice with regard to clearances of any data, text, sounds, images or similar content that is intended to be, or has been, disseminated;

Asbestos

Any claim arising directly or in any way out of or resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity;

Bodily Injury/Property Damage

Any claim for bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any person or any loss, damage or destruction of property unless such claim arises directly from negligent publication, negligent misstatement or negligent misrepresentation contained within any data, text, sounds, images or similar content that has been created by the **Insured** as part of their **Media Business Services**;

Claims by Employees

Any claim made against the **Insured** by any present or former Employee;

Claims by Financially Associated Persons or Entities

Any claim made against the **Insured** by any Financially Associated Person or Entity whether alone or jointly with any other person or entity. However, this Exclusion shall not apply to any claim brought against such Financially Associated Person or Entity by an independent third party which would, but for this Exclusion, be covered by this **Section**;

Claims or Circumstances Known at Inception

Any claim arising directly or in any way from any claim or Circumstance of which the **Insured** was, or ought reasonably to have been, aware prior to inception of this **Policy**, whether notified under any other insurance or not;

Collection of Private Data Without Consent

Any claim arising directly or in any way from your actual or alleged failure to obtain explicit consent from any private individual before collecting storing or sharing any of their personal information, including but not limited to internet search history and internet browsing habits. This Exclusion shall not apply where private data has been collected by a third party without the knowledge of the **Insured**;

Collusion and Conspiracy

Any claim arising from any alleged collusion, conspiracy, extortion or threatened violence;

Commercial Disputes

Any claim arising from any commercial dispute between the **Insured** and their business partners or business associates, including but not limited to any joint venture partner or any other third party service providers, distributors, contributors or collaborators, but only to the extent such a claim is based upon:

a. commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with you, or any compensation or remuneration promised or owed by you pursuant to those terms; or

b. the **Insured's** decision to cease doing business with such a partner or associate:

Contractual Liability

Any claim arising directly or in any way from any breach or alleged breach of any contractual duty or duty of care owed or alleged to have been owed by the **Insured** to any third party and which is more onerous than any duty that would otherwise be implied by common law or statute.

Costs and Expenses Incurred Without Prior Consent

Any claim for costs and expenses incurred without the prior consent of the **Insurer**;

Credit Card

Any claim arising directly or in any way from any unauthorised or fraudulent use of any credit, debit, charge or store card;

Deliberate Acts

Any claim arising directly or in any way from any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by the **Insured**, except as covered under Insuring Clause 1.l. of this **Section**;

Dishonesty

Any claim arising directly or in any way from any dishonest, fraudulent, malicious or illegal act or omission of the **Insured** or any Employee, except as covered by Insuring Clause 1.l. of this **Section**;

Employee Benefit Schemes / Stocks and Shares

Any claim: arising directly or in any way from the operation or administration of any pension or other employee benefit scheme or trust fund, or the sale or purchase or dealing in any stocks, shares or securities or the misuse of any information relating to them or the breach of any related legislation or regulation;

Employers' Liability

Any claim arising directly or in any way from bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any Employee arising out of or in the course of their employment by the **Insured**, or for any breach of any obligation owed by the **Insured** as an employer to any partner, principal, director, member or Employee or applicant for employment;

False Advertising

Any claim arising directly or in any way from false Advertising or misrepresentation in Advertising. This Exclusion shall not apply in respect of any claim or portion of any claim relating to the alleged unauthorised use of a third party's trademark;

Financial Advice

Any claim arising directly or in any way from any investment, the provision of any finance or other financial advice;

Fines and Penalties

Any claim for penalties, fines, multiple, exemplary, liquidated or other non-compensatory Damages awarded other than in actions brought for libel, slander or defamation in so far as they are covered by this **Policy**;

This Exclusion shall not apply to punitive, multiple or exemplary Damages where the law permits the **Insurer** to pay them;

Geographical Limits

Any claim in respect of work carried out outside the Geographical Limits stated in the **Specification**;

Insolvency/Bankruptcy of Insured

Any claim arising out of or relating directly or in any way to the insolvency, liquidation, receivership or bankruptcy of the **Insured**;

Any claim arising from statements that the **Insured** knew, or ought to have known, were defamatory at the time of publication unless the **Insured** can demonstrate that they believed there to be a good defence to any action arising from it;

Land, Buildings etc

Any claim arising directly or in any way from the ownership, possession or use by or on behalf of the **Insured** of any

land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

Legal Action

Any claim in respect of an action for Damages:

a. brought outside the **Jurisdiction** (including the enforcement within the **Jurisdiction** of a judgment or finding of another court or tribunal that is not within the **Jurisdiction**);

b. in which it is contended that the governing law is outside the **Jurisdiction**;

c. brought outside the **Jurisdiction** to enforce a judgment or finding of a court or other tribunal in any other jurisdiction.

Legislation and Regulation

Any claim arising directly or in any way from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation including:

a. the Employment Retirement Income Security Act 1974, Public Law 93-496, commonly referred to as the Pension Reform act of 1974, and amendments thereto, or similar provisions of any Federal State or Local Statutory Law or Common Law;

b. the Racketeer Influenced and Corrupt Organisations Act, 18 USC Sections 1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder;

c. the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State Law or any Common Law relating thereto;

d. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;

e. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act;

f. any other law, regulation or statute relating to unsolicited communications, distributions, sending or transmitting of any communication via telephone or any other electronic or telecommunications device

License Payments

Any claim arising directly or in any way from any payment owed to a licensor under a license; however, this Exclusion will not apply to any covered portion(s) of any copyright and/or trademark claim that results in a damage award that is measured by the amount a claimant would have received had the **Insured** paid for a license to use the claimant's infringed work and/or mark;

Loss, Damage or Destruction of Bearer Bonds or Coupons

Any claim arising from the loss, damage or destruction of any bearer bonds, coupons, bank or currency notes, share certificates, stamps or other negotiable paper;

Negatives, Film, Prints and Electrical Media

Any claim arising from damage to or loss or destruction of negatives, exposed or unexposed film, prints, library stock or magnetic or electrical media unless they have been duplicated where such duplicate can be used to restore them to their original state;

Obscenity

Any claim arising directly or in any way from any obscenity, blasphemy or pornographic material;

Official Action or Investigation

Any claim arising from any official action or investigation by or decision or order of any public, local or government body or authority except as covered by Insuring Clause 6 (Data Protection Defence Costs);

Other Appointments

Any claim made against any **Insured** in the capacity as:

a) director or officer of the **Insured** or of any other company or arising out of the management of the **Insured** or of any other company; or

b) trustee of any trust or as officer or employee of any pension fund or any other employee benefit scheme, whether for the benefit of members or Employees of the **Insured** or otherwise;

Other Insurance

Any claim in respect of which the **Insured** is, or but for the existence of this **Policy** would be, entitled to indemnity under any other insurance except in respect of any excess beyond the amount which is payable under such other insurance;

Ownership and Rights

Any claim arising out of any claim made by any former, present or prospective Employee, partner, joint venturer, co-venturer, officer or director of the **Insured** or any of the **Insured's** sub-contractors or suppliers, but only in respect of claims involving disputes over the ownership or exercise of rights in the material or services supplied by or to the **Insured**;

Patents

Any claim notwithstanding Insuring Clause 1.c. of this **Section**, arising directly or in any way from the infringement of any patent;

Products

Any claim arising out of or relating to:

i. goods or products sold, supplied, repaired, altered, manufactured, installed or maintained unless such claim arises as a direct consequence of negligent advice, design or specification by the **Insured** in the performance of their **Media Business Services**; or

ii. buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished.

This Exclusion shall not apply where there has been a breach of duty in the sale or supply of any product but only if:

a. it is sold or supplied by the **Insured** in conduct of the **Insured's Media Business Services**; and

b. the **Insured** has undertaken all reasonable steps which are contemporaneously and fully documented, to ensure that the product:

   i. complies with all relevant health and safety regulations and standards in the **United Kingdom** or wherever the **Insured** supply to;

   ii. is sold or supplied with any instructions which are necessary for its safe use;

   iii. is fit and proper for its purpose; and

c. the product was supplied by a manufacturer or sourcing agent that the **Insured** knew to be reputable, reliable and solvent and with whom the **Insured** has a written contract; and

d. the **Insured** has written indemnity from the manufacturer or sourcing agent against loss which arises from the product; and

e. the **Insured** has effected Public and Products liability insurance being generally available in the London insurance market for indemnity against Products Liability.

Products Harmful to Health

Any claim arising directly or in any way from any product that contains tobacco, nicotine, alcohol or any pharmaceutical product or any other product which is or becomes harmful, dangerous or hazardous in any way to the health of any person, animal or plant;

Results of Competitions

Any claim arising from the outcome or operation of any competition, game, contest, promotion or lottery;

Restricted Recovery Rights

Any claim where the **Insured's** right of recovery from any third party in respect of that claim has been restricted by the terms of any contract entered into by the **Insured**;

Retroactive Date

Any claim made by or against or incurred by the **Insured** arising from any act or omission or originating cause that occurred prior to the Retroactive Date stated in the **Specification**;

Seepage and Pollution

Any claim based upon, arising out of or relating directly or in any way to, in consequence of or in any way involving seepage, **Pollution** or contamination of any kind

Stunts

Any claim arising directly or in any way from any stunt or other similar activity during the making or production of any Advertising, educational or promotional materials;

Takeover or Merger

Any claim arising directly or in any way by reason of acts, errors or omissions committed by the **Insured** after the date of its merger with or acquisition by another entity unless otherwise agreed by the **Insurer**;

Terrorism

Any claim arising directly or in any way out of, happening through or in consequence of any act or acts of force or violence for political, religious or other ends directed towards the overthrowing or influencing of any government, or for the purpose of putting the public in fear by any person or persons acting alone or on behalf of or in connection with any organisation.

In the event of any dispute as to whether or not this Exclusion applies the **Insured** shall have the burden of proving that this Exclusion does not apply;

Trading Losses

Any claim arising out of:

a. any trading loss or trading liability incurred by any business managed or carried on by the **Insured** (including the loss of any client account or business);

b. loss caused by the **Insured** in consequence of a share or asset sale to any prospective purchaser, associated business, merger partner, joint venture partner or similar because of any misstatement or misrepresentation made by the **Insured**;

c. the actual or alleged over-charging or improper receipt of fees by the **Insured**;

Utility Provider

Any claim arising out of the failure of the service provided by an internet service provider, any telecommunications provider or other utility provider;

Virus

Any claim arising directly or in any way from any Virus provided that this Exclusion shall not apply in respect of any Claim made for loss suffered by an independent third party as a result of the unintentional transmission of a Virus that was specifically targeted at the **Insured's** Computer System unless such Virus was created by the **Insured**.

Section 14 – Commercial Legal Expenses Section

This **Section** of the **Policy** is administered by ARAG plc.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369

ARAG plc is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited ("SCOR"). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at https://register.fca.org.uk/

Definitions

The following definitions apply to this **Section** of the **Policy** only. If a term below is also defined in the General Definitions the definition below replaces the General Definition for purposes of this **Section**. Wherever these words appear within this **Section** of the **Policy** in **bold** they shall bear the same meaning throughout this **Section**.

Appointed Advisor

1. The solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
2. The mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Business

The occupation, trade profession or enterprise carried out by the entity shown in the **Schedule** that attaches to this **Policy**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

1. 100% "no-win no-fee"
2. Where discounted, that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either

1. 100% "no-win no-fee"
2. Where discounted, that a discounted fee is payable.

Employee

A worker who has or alleges they have entered into a contract of service with **You**.

Insured

1. **You**, **Your** directors, partners, managers, officers and **Employees** of **Your Business**;
2. A person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your Employees** and who performs work under **Your** supervision.

Insurer

SCOR UK Company Limited.

Legal Costs & Expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.2.
2. In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
3. Reasonable accountancy fees reasonably incurred under Insured Event Tax Disputes by the **Appointed Advisor** and agreed by **Us** in advance.
4. Health and Safety Executive Fees for Intervention.
5. **Your Employee's** basic wages or salary under Insured Event Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
6. The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event Executive Suite 3 where the **Insured** has taken advice from **Our** Identity theft advice and resolution service.
7. The professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual adverse or negative publicity or media attention under Insured Events Executive Suite 5 and Crisis Communication.

Reasonable Prospects of Success

1. Other than as set out in 2 And 3 below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **Insured**:
   (a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or

(b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.

3. In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined than **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limit

1. For Insured Events Legal Defence and Contract & Debt Recovery the **United Kingdom**, Norway, Switzerland and countries in the European Union.
2. For all other Insured Events the **United Kingdom**.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

You/Your

The individual, partnership or corporate body named in the **Schedule**, including any subsidiary and/or associated companies declared to **Us**.

The Cover

Following an Insured Event, the **Insurer** will pay **Legal Costs & Expenses** including the cost of appeals (and compensation awards under Insured Event Employment Compensation Awards) up to:

(a) GBP 100,000 for all claims related by time or originating cause;

(b) an aggregate limit of GBP 1,000,000 for compensation awards under Insured Event Employment Compensation Awards;

subject to all of the following requirements being met.

1. Unless otherwise stated in this **Section** of the **Policy**, the Insured Event arises in connection with **Your Business** and occurs within the **Territorial Limit**.
2. The claim
   (a) always has **Reasonable Prospects of Success** and
   (b) is reported to **Us**
      (i) during the **Period of Insurance** and
      (ii) as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
3. Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us**
   (a) in any claim to be heard by an Employment Tribunal and/or
   (b) before proceedings have been or need to be issued.
4. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limit**.

We consider that a claim has been reported to **Us** when **We** have received the **Insured's** fully completed claim form.

This **Section** of the **Policy** will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other **Policy** terms.

Insured Events

Employment

A dispute between **You** and **Your Employee**, ex-**Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their

1. contract of service with **You**
2. related legal rights.

You can claim under this **Section** of the **Policy** as soon as internal procedures as set out in the

1. ACAS Code of Practice for Disciplinary and Grievance Procedures, or
2. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

What is not covered under Employment

Any claim arising from or relating to:

1. the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal
2. actual or alleged redundancy that is notified to **Employees** within 180 days of the start of this **Section** of the **Policy**, except where **You** have had equivalent cover in force up until the start of this **Section** of the **Policy**
3. costs **You** incur to prepare for an internal disciplinary hearing, grievance or appeal
4. a pension scheme where actions are brought by ten or more **Employees** or ex-**Employees**.

Employment Compensation Awards

Following a claim **We** have accepted under Insured Event Employment, the **Insurer** will pay any

1. basic and compensatory award or
2. an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

1. agreed through mediation, conciliation or under a settlement approved by **Us** in advance or

2. awarded by a tribunal judgment after full argument unless given by default.

What is not covered under Employment Compensation Awards

1. Money due to an **Employee** under a contract or a statutory provision relating thereto.
2. Compensation awards or settlements relating to
   (a) trade union membership, industrial or labour arbitration or collective bargaining agreements
   (b) civil claims or statutory rights relating to trustees of occupational pension schemes.

Employment Restrictive Covenants

1. A dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

   Provided that the restrictive covenant
   (a) is designed to protect **Your** legitimate business interests, for a period not exceeding 12 months and
   (b) is evidenced in writing and signed by **Your Employee** or ex-**Employee** and
   (c) extends no further than is reasonably necessary to protect the **Business** interests.
2. A dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

Tax Disputes

1. A formally notified enquiry into **Your Business** tax.
2. A dispute about **Your** compliance with HMRC regulations relating to **Your Employees**, workers or payments to contractors.
3. A dispute with HMRC about Value Added Tax.

   Provided that:
   (a) **You** maintain proper records in accordance with legal requirements and
   (b) in respect of any appealable matter **You** have requested an internal review from HMRC where available.

What is not covered under Tax Disputes

Any claim arising from or relating to:

1. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
2. an investigation by the Fraud Investigation Service of HMRC
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **Your** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. **Your** failure to register for VAT.

Property

A dispute relating to material property which **You** own or is **Your** responsibility:

1. following an event which causes physical damage to **Your** material property
2. following a public or private nuisance or trespass
3. which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

What is not covered under Property

Any claim arising from or relating to:

1. a contract between **You** and a third party except for a claim under Property 3 above
2. goods lent or hired out
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.

Legal Defence

1. A criminal investigation and/or enquiry by:
   (a) the police
   (b) other body with the power to prosecute

   where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted.
2. The charge for an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction.

What is not covered under Legal Defence

Any claim relating to a parking offence.

Compliance & Regulation

1. Receipt of a Statutory Notice that imposes terms against which **You** wish to appeal.
2. Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
3. A civil action alleging wrongful arrest arising from an allegation of theft.
4. A claim against **You** for compensation under the Data Protection Act 2018 provided that
   (a) **You** are registered with the Information Commissioner
   (b) **You** are able to evidence that **You** have in place a process to
      - investigate complaints from data subjects regarding a breach of their privacy rights

- offer suitable redress where a breach has occurred and that **Your** complaints process has been fully engaged.

5. A civil action alleging that an **Insured** has
   (a) committed an act of unlawful discrimination; or
   (b) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **Your Employees**.

What is not covered under Compliance & Regulation

Any claim arising from or relating to:

1. the pursuit of an action by **You** other than an appeal
2. a routine inspection by a regulatory authority
3. an enquiry, investigation or enforcement action by HMRC
4. a claim brought against **Your Business** where unlawful discrimination has been alleged.

Statutory Licence Appeals

An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run **Your Business**.

Loss of Earnings

This **Insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on jury service which results in loss of earnings.

What is not covered under Loss of Earnings

Any sum which can be recovered from the court.

Personal Injury

An event that causes bodily injury to, or the death of, an **Insured**.

What is not covered under Personal Injury

Any claim arising from or relating to a condition, illness or disease which develops gradually over time.

Executive Suite

This Insured Event applies only to the principal, executive officers, directors and partners of **Your Business**.

1. An HMRC enquiry into the executive's personal tax affairs.
2. A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from **Your Business**.
3. A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive Suite - Identity Theft Resolution helpline.
4. A dispute that arises from the terms of **Your Business** partnership agreement that is to be referred to mediation.
5. Crisis communication as described in Insured Event Crisis Communication below shall be available to the principal, executive officers directors and partners of the **Business** for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

What is not covered under Executive Suite

1. Any claim arising from or relating to:
   (a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
   (b) an investigation by the Fraud Investigation Service of HMRC
   (c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
   (d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom
   (e) a parking offence
   (f) costs incurred in excess of GBP 25,000 for a claim under Executive Suite 4 and 5 above.
2. Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf to buy, sell, hire or lease goods or services or to rent **Your Business** premises, provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures.

What is not covered under Contract & Debt Recovery

Any claim arising from or relating to:

1. an amount which is less than GBP 200
2. a dispute with a tenant or leasee where **You** are the landlord or lessor
3. the sale or purchase of land or buildings
4. loans, mortgages, endowments, pensions or any other financial product
5. computer hardware, software internet services or systems which
   (a) have been supplied by **You** or
   (b) have been tailored to **Your** requirements
6. a breach or alleged breach of a professional duty by an **Insured**
7. the settlement payable under an insurance policy

8. dispute relating to an **Employee** or ex-**Employee**
9. adjudication or arbitration.

Crisis Communication

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **Your Business**, **We** will:

1. liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this **Section** of the **Policy**, or acts on **Your** behalf under any other policy) to draft a media statement or press release
2. prepare communication for **Your** staff, clients, patients, suppliers and/or a telephone or website script or social media messaging
3. arrange, support and represent an **Insured** at an event which media will be reporting
4. support the **Insured** by taking phone calls/emails and managing interaction with media outlets
5. support and prepare the **Insured** for media interviews

provided that **You** have sought and followed advice from **Our** Crisis Communication helpline.

What is not covered under Crisis Communication

Any claim arising from or relating to:

1. matters that should be dealt with through **Your** normal complaints procedures
2. a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
3. costs incurred in excess of GBP 25,000.

Exclusions

The **Insured** is not covered for any claim arising from or relating to:

1. any costs or compensation awards incurred without **Our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided by this **Section** of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **Insured** involving:
   (a) assault, violence, malicious falsehood or defamation
   (b) indecent or obscene materials
   (c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
   (d) illegal immigration
   (e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities

   except in relation to Insured Event Crisis Communication
4. defending a claim in respect of damages for personal injury (other than injury to feeling in relation to Insured Event Employment), or loss or damage to property owned by the **Insured**
5. National Minimum Wage and/or National Living Wage Regulations
6. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured Event Employment Restrictive Covenants
7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Insured Event Executive Suite 4)
8.
   (a) a franchise agreement
   (b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
9. a judicial review
10. a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under the Arbitration Condition
11. the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under Insured Event Employment Compensation Awards); or costs awarded against the **Insured** by a court of criminal jurisdiction.

Conditions

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this **Section** of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from **You** if this happens

The Insured's Responsibilities

An **Insured** must:

1. tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
2. cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
3. take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
4. allow the **Insurer** to take over and conduct in the **Insured's** name, any claim.

Freedom to Choose an Appointed Advisor

1. In certain circumstances as set out in 2 below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
2. If:
   (a) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
   (b) there is a conflict of interest

   the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal, **We** shall always choose the **Appointed Advisor**.
3. Where the Insured wishes to exercise the right to choose, the Insured must write to Us with their preferred representative's contact details.
4. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them which may be less than the rates available from other firms.)
5. If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately.
6. In respect of pursuing a claim relating to Insured Event Contract & Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

Consent

1. The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
2. An **Insured** must have **Your** agreement to claim under this **Section** of the **Policy**.

Settlement

1. The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
2. The **Insured** must not negotiate or settle the claim without **Our** written agreement.
3. If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further costs.

Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which will be binding on the **Insured** and **Us**. This does not affect the **Insured's** rights under the Arbitration Condition below.

Arbitration

If any dispute between the **Insured** and **Us** arises from this **Section** of the **Policy**, the **Insured** can make a complaint to **Us** as described under How to Complain below and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed unpin by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **We** and the **Insured** fail to agree of a suitable person to arbitrate the matter **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on both parties.

Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this **Section** of the **Policy** did not exist; even if the other insurer refuses the claim.

Fraudulent Claims and Claims Tainted by Dishonesty

1. If the **Insured** makes any claim which is fraudulent or false, this **Section** of the **Policy** may become void and all benefit under it may be lost.
2. An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears to the **Appointed Advisor** that the **Insured** has breached this condition and that the breach has:
   (a) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
   (b) prejudiced any part the outcome of **Your** claim

the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

Acts of Parliament

All legal instruments, bodies and rules referred to within this **Section** shall include the equivalent in Wales, Scotland,

Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

Legal and Tax Advice - 0344 571 7978

If **You** have a legal or tax problem relating to **Your Business**, **We** recommend that **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about business-related legal matters within UK and EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Redundancy Assistance - 0330 303 1955

If **You** are planning redundancies and need extra legal support, **We** can arrange specialist consultancy assistance for **You**. Redundancy assistance will help **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If **You** would like **Us** to arrange Redundancy Assistance please call **Us** between 9am and 5pm on weekdays (except bank holidays).

Executive Suite – Identity Theft Resolution - 0333 000 2083

This service is available to the principal, executive officers, directors and partners of the **Business** between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, **Our** specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Insured Event Executive Suite 3 when **Your** executives use this helpline.

Crisis Communication - 0344 571 7964

Following an event that has attracted negative publicity which could affect **Your Business, You** can access professional public relations support from **Our** Crisis communication experts at any time.

In advance of any actual adverse publicity, where possible, initial advice for **You** to act upon will be provided over the phone. If **Your** circumstances require professional work to be carried out at that time, **We** can help on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage **Your Business, You** are insured against the costs of crisis communication services under Insured Event Crisis Communication when **You** use this helpline.

Counselling Assistance - 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to **Your Employees** or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

Business Legal Services Website

Register at **www.araglegal.co.uk** and enter voucher code **X1232KC79BB5** to access ARAG's digital law guides and create legal documents and letters to help with commercial legal matters.

How to Claim

Telling Us About Your Claim

1. If an **Insured** needs to make a claim, they must notify ARAG as soon as possible.
2. If an **Insured** instructs their own solicitor or accountant without telling ARAG, they will be liable for costs that are not covered by this **Section** of the **Policy**.
3. A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning ARAG on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
4. The completed claim form and supporting documentation can be sent to ARAG by email or post. Further details are set out in the claim form itself.

What Happens Next?

1. ARAG will send the **Insured** a written acknowledgement by the end of the next working day after receiving their claim form.
2. Within five working days of receiving all the information needed to assess the availability of cover under this **Section** of the **Policy**, ARAG will write to the **Insured** either:
   (a) confirming cover under the terms of this **Section** of the **Policy** and advising the **Insured** of the next steps to progress their claim; or
   (b) if the claim is not covered, ARAG will explain in full the reason why and advise whether they can assist in another way.
3. When a representative is appointed they will try to resolve the **Insured's** dispute without delay, arranging mediation whenever possible.
4. ARAG will check the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly,

particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Privacy Statement

This is a summary of how **We** collect, use, share and store personal information. To view **Our** full privacy statement, please see **Our** website **www.arag.co.uk**.

Collecting Personal Information

We may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **We** ask for personal or sensitive information, **We** undertake that it shall only be used in accordance with **Our** privacy statement. **We** may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.

Using Personal or Sensitive Information

The reason **We** collect personal or sensitive information is to fulfil **Our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **We** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **Our** full privacy statement for full details.

Keeping Personal Information

We shall not keep personal information for any longer than necessary.

Your Rights

Any person insured by this **Section** of the **Policy** has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data please refer to **Our** full privacy statement.

How to Complain

If a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG can be reached in the following ways:

- 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).
- customerrelations@arag.co.uk
- ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

If ARAG are unable to resolve the complaint to **Your** satisfaction then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction.

Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

Compliance Officer
Tokio Marine HCC
The St Botolph Building,
138-139 Houndsditch,
London, EC3A 7BT

The Financial Ombudsman Service (FOS)

Should you be dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

Telephone: +44 (0)30 0123 9123

Website: www.financial-ombudsman.org.uk

The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on http://ec.europa.eu/odr. This platform will direct insurance complaints to the Financial Ombudsman Service. However, you may contact the FOS directly if you prefer, using the details as shown above.

Data protection notice

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at https://www.tmhcc.com/en/legal/privacy-policy) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal information to:

- our group companies;
- third party services providers and partners who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Notice or notified to you when we collect your personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Notice; or
- any other person with your consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request ('DSAR'). You are also entitled to request that your data be corrected in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on your rights is included in our Privacy Notice.

You can opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the hlawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the right to complain to a data protection authority about our collection and use of your personal information.

Contact us

Tel: +44 (0)20 7702 4700
mail@tmhcc.com

tmhcc.com

Tokio Marine HCC is a trading name of HCC International Insurance Company plc, which is a member of the Tokio Marine HCC Group of Companies. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the UK Financial Conduct Authority (FCA) and Prudential Regulation Authority. Registered in England and Wales No. 01575839 with registered office at The St Botolph Building, 138 Houndsditch, London, EC3A 7BT | tmhcc.com