



# **WORKING FROM HOME**

Your Policy Terms and Conditions  
September 2014 Edition

**redefining** / standards





## **Introducing AXA**

### **One of the world's largest insurers**

With more than 50 million customers across the globe, AXA is one of the world's largest insurance providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues

### **Care, advice & support - when you need it**

We are a world leader in financial protection and wealth management. We offer a wide range of insurance and financial products to meet your business and personal needs, and are committed to delivering consistent care, advice and support when you need it

We employ 117,000 people worldwide, and are also one of the thirty largest companies of any kind (Fortune magazine's Global 500 for 2003)

AXA helps people to get the best out of life. To achieve this, we provide a wide range of products and services including: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768

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## Your Policy

*The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions, provisions and conditions of the Policy*

*The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract*

### **Important**

We recommend You read this Policy together with Your schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your Insurance Adviser

Your attention is drawn to the Complaints procedure (Making a Complaint) on Page 58

### **The law applicable to this Policy**

You and we can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this Policy

## Important Helplines

Glass Replacement Service	<b>0870 870 7171*</b>	A quick and efficient repair/replacement service is available 24 hours a day, 365 days a year
Legal and Tax Advice	<b>0870 241 8178**</b>	Our confidential legal and tax advice line. Please quote AXA Commercial when You call
Emergency Helpline	<b>0870 241 8178***</b>	Our 24 hour emergency helpline. Please quote AXA Commercial when You call. We will provide details of reputable contractors who will be able to help  If connected to a potential claim please follow the Claims notification condition and Claims procedures condition first

\* The Glass replacement service is provided by Glassolutions, Waterlands, Meadows Road, Brookfields Park, Manvers, Rotherham, S63 5DJ

\*\* The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation

\*\* Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice

\*\* Arc Legal Assistance Ltd make no additional charge for providing these services

\*\*\* The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK. Arc Legal Assistance Ltd make no additional charge for providing these services

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958

Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority

Telephone calls may be monitored and recorded

## Definitions

*Wherever the following words and phrases appear in the Policy they will always have these meanings*

### 1 General

#### **AXA Insurance/We/Company/ Us/Our**

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AXA Insurance UK plc  
(other than Section 9 – Legal Expenses)

#### **Business**

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The Business stated in the Schedule and private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured

#### **Business Area**

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The portion used for commercial purposes including landlord's fixtures and fittings

The building of the Business Area being brick stone or concrete built with slate tile concrete metal or asbestos roofing (unless otherwise stated in the Schedule)

#### **Credit Cards**

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Bank charge cheque credit debit and cash cards

#### **Domestic Staff**

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Any Domestic Staff employed by the Insured or his family in connection with the ownership or occupation of the Insured's Home

#### **Employee**

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(other than that as defined in Section 9 – Legal Expenses)

- a) any person under a contract of service or apprenticeship with the Insured
- b) any person who is hired to or borrowed by the Insured
- c) any person engaged in connection with a work experience or training scheme

d) any labour master or person supplied by him

e) any person engaged by labour only sub-contractors

f) any self employed person working on a labour only basis under the control or supervision of the Insured

g) any voluntary helper

while working for the Insured in connection with the Business

#### **Family**

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The Insured's husband or wife children and any other person all permanently living with the Insured

#### **Home**

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The private dwelling rooms (excluding external television satellite receiving equipment) including domestic outbuildings swimming pools paved terraces walls gates fences patios paths drives and landlord's fixtures and fittings all on the same premises and in addition any private garage(s) owned and used in connection with the said building

The main building of the dwelling being brick stone or concrete built with slate tile concrete metal or asbestos roofing (unless otherwise stated in the Schedule)

### **Insured/You/Your**

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The person(s) or company named in the Schedule

### **Money**

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Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps savings stamps and certificates National Insurance stamps trading stamps gift tokens customer redemption vouchers credit card company sales vouchers credit card counterfoils travellers cheques phonecards (excluding phonecards held in stock for resale) travel tickets VAT purchase receipts contents of franking machines and insofar as they are not otherwise insured holiday-with-pay stamps and luncheon vouchers

### **Offshore**

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From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

### **Personal Possessions**

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Any articles normally worn used or carried about the person

### **Policy**

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The Policy and Schedule and any endorsements attached or issued

### **Products Supplied**

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- a) products including containers packaging or instructions sold or supplied
- b) work or services undertaken including goods or materials used by or on behalf of the Insured in the course of the Business

### **Proposal**

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The signed proposal or Statement of Fact if applicable and any additional information supplied to the Company by or on behalf of the Insured

### **Territorial Limits**

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(other than Section 9 – Legal Expenses)  
Anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore

In addition for the purposes of Section 7 only elsewhere in the world other than on offshore installations in respect of business journeys which do not involve manual labour or the supervision thereof

### **Unfurnished**

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Not furnished for full occupation

### **Unoccupied**

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Not having been lived in for more than 30 consecutive days

### **Valuables**

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Precious metals and/or precious stones and/or articles comprising of them jewellery watches furs photographic equipment antiques other than antique furniture curios and works of art stamp coin and medal collections

*2 Applicable only to Section 7*

**Injury**

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Bodily injury death disease illness or nervous shock

*3 Applicable only to Sections 1, 2, 3, 4 (a), 4 (b) and 8*

**Virus or Similar Mechanism**

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Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This Definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

**Hacking**

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Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

*4 Applicable only to Section 9*

**Acts of Parliament**

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All Acts of Parliament referred to in this Policy shall include any subsequent amendments re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits

**Any One Claim**

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All claims or legal proceedings consequent upon the same original cause event or circumstance shall be regarded as one claim

**Appointed Representative**

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A consultant solicitor barrister or other appropriately qualified person appointed by the Company to act for the Insured

**Awards of Compensation**

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Basic and Compensatory Awards made against the Insured by an Employment Tribunal or settlement thereof subject to the Company's consent but not including Additional Special Protective Awards Interim Relief arrears of pay or any award of damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement The Company will not pay any fine award or damages incurred by deliberately avoiding a payment or liability under statutory requirements The Company will not pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment service agreement or related document or from any related implied or incorporated terms of a contract of service

**Company**

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AXA Insurance UK plc and its appointed agent for this Section Arc Legal Assistance Ltd

**Contracting Party**

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An individual or company with whom the Insured has a direct contractual relationship

**Debt**

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Monies owed to the Insured that have become due and payable

**Debt Collection Service**

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A debt collection service nominated by the Company

**Due Date**

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The date monies owed to the Insured become due and payable

**Employee**

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Any person under a contract of service with the Insured



### **Legal Advice Line**

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The legal advisory service provided by the Company on an unrestricted basis to the Insured. If you have a legal or tax issue you can obtain free advice by telephoning 0870 241 8178. Whilst this Policy remains in force the service may be used as often as necessary.

### **Legal Expenses**

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a) Fees

- i) Legal fees and disbursements reasonably incurred by the Appointed Representative with the consent of the Company
- ii) Costs incurred by other parties insofar as the Insured is held liable in court or tribunal to pay such costs or becomes liable to pay such costs under a settlement the Company has agreed to but excluding any costs the Insured may be ordered to pay by a court of criminal jurisdiction

b) Compensation for Court Attendance

In the event of any director, partner or employee of the Insured attending a hearing at court or tribunal as a witness at the request of the Appointed Representative in respect of a claim to which the Company has consented, the Company will provide compensation to the Insured for a loss up to £100 per day and up to £1,000 Any One Claim.

### **Period of Insurance**

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As specified in the Schedule

### **Professional Duty**

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Duty owed by the Insured in respect of which the Insured has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

### **Professional Expenses**

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Any fees, expenses and other disbursements reasonably incurred by the Appointed Representative in connection with any claim or proceedings, including those incurred by the Company in connection with such claim or proceedings, but excluding any tax or VAT, additional tax or VAT interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

### **Property**

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Land and/or buildings owned or occupied by the Insured or otherwise for which the Insured is legally responsible.

### **Territorial Limits**

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Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## Section 1 – The Buildings

### **Property Insured**

The building of the Home and Business Area

### **A Insured Perils**

The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) smoke explosion lightning or earthquake
- 2 Storm or flood excluding
  - a) loss or damage to swimming pools paved terraces gates fences patios paths and drives
  - b) the first £100 of each and every loss
- 3 Escape of water from or the freezing of any fixed domestic water installation excluding
  - a) loss or damage when the main building of the Home is Unoccupied or Unfurnished
  - b) the first £100 of each and every loss
- 4 Subsidence or heave of the site on which the main building of the Home and/or Business Area stands or landslip excluding
  - a) the first £1,000 of each and every loss
  - b) destruction or damage to swimming pools paved terraces walls gates fences patios paths and drives unless the main building of the Home is damaged at the same time from the same cause
  - c) destruction or damage to solid floor slabs or loss or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the Home are damaged at the same time by the same cause
  - d) destruction or damage to the buildings or any part of them arising from construction structural alteration or repair or demolition

- e) destruction or damage caused by or resulting from faulty workmanship or design or the use of faulty materials
  - f) destruction or damage caused by river or coastal erosion
  - g) destruction or damage caused solely by normal settlement shrinkage or expansion of the buildings
- 5 Riot civil commotion labour and political disturbances and strikes
  - 6 Malicious damage excluding
    - a) loss or damage by a person lawfully in the Home and/or Business Area
    - b) loss or damage when the main building of the Home is Unoccupied or Unfurnished
    - c) the first £100 of each and every loss
  - 7 Impact with the Home and/or Business Area by aircraft or other aerial devices or anything dropped from them vehicles trains animals falling trees or branches falling aerials masts or satellite dishes
  - 8 Theft or attempted theft excluding
    - a) loss or damage when the main building of the Home is Unoccupied or Unfurnished
    - b) the first £100 of each and every loss
  - 9 Escape of oil from any fixed heating installation

### **Excluding**

- i) Loss destruction or damage caused by pollution or contamination except (unless otherwise stated) destruction or damage to the Property Insured caused by
  - a) pollution or contamination which itself results from an Insured Peril
  - b) an Insured Peril which itself results from pollution or contamination
- ii) Loss or damage to any computer or other equipment or component or system or item which processes stores transmits or

retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking

But this shall not exclude loss or damage which results from the acts of malicious persons which involve physical force or violence including the acts of thieves

### **B Damage to Cables and Underground Pipes**

If the Home is insured by this Section the Company will pay the cost of repairing accidental damage for which the Insured is responsible to cables and underground pipes and drains (and their inspection covers) on the premises of the Home and/or Business Area or connecting them to the public mains provided such damage is not caused by rust corrosion or other wear and tear

### **C Accidental Breakage of Glass**

If the Home is insured by this Section the Company will pay the cost of repairing accidental breakage of fixed glass and sanitary fixtures in the Home and/or Business Area but excluding

- a) damage when the main building of the Home is Unoccupied or Unfurnished
- b) the first £50 of each and every loss

### **D Inflation Protection Clause**

The Sum Insured will be adjusted monthly in step with the Housing Index prepared by the Royal Institution of Chartered Surveyors In the event of a claim the Company will continue to index link the sum insured for the period needed to reinstate or repair but

- a) the Sum Insured at the date of the loss or damage must be enough to reinstate the buildings

and

- b) the reinstatement or repair must be done in a reasonable time

The Company will not charge extra premium on the monthly changes but the Company invite the Insured to renew the Policy at the premium for the final Sum Insured

The Company may at their option change to another index

### **E Transfer of Interest**

If at the time of loss or damage the Insured shall have contracted to sell their interest and the purchaser (if and so far as the property is not otherwise insured against such loss or damage by the Insured or anyone on their behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company until completion

### **F Mortgagees and Other Interests Clause**

The interest of the Leaseholder(s) and Mortgagee(s) in the individual portions of the Property Insured to which their interest applies is noted such interest to be advised to the Company in the event of a claim In addition the interest of the Insured or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any building hereby insured whereby the risk of loss or damage is increased without the authority or knowledge of the Insured or Mortgagee(s) shall immediately on becoming aware thereof give notice in writing to the Company and on demand pay such reasonable additional premium as the Company may require

### **G Limit of Liability**

The maximum amount payable under this Section is the Buildings Sum Insured shown in the Schedule adjusted in accordance with the Inflation Protection Clause if applicable

## Section 2 – Business Contents

### **Property Insured**

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#### **Item 1**

Business Contents all belonging to the Insured or for which he is responsible including

- a) landlord's fixtures and fittings interior decorations and tenants improvements insofar as they are not otherwise insured
- b) plans deeds briefs manuscripts books documents and office records limit any one document £1,000 (provided they are not insured by item 2)
- c) computer disks and tapes limit any one item £1,000 (provided they are not insured by item 2)

#### **Item 2 - as detailed in the Schedule**

pertaining to the Business and contained in the Home and/or Business Area

#### **Excluding**

- a) any property otherwise insured
- b) money gold and silver articles plate jewellery and furs
- c) household contents and Personal Possessions

### **A Insured Perils**

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The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1** Fire (including subterranean fire) explosion lightning or earthquake
- 2** Storm or flood excluding
  - a) loss or damage caused by frost subsidence ground heave or landslip
  - b) loss or damage to moveable property in the open
  - c) the first £100 of each and every loss

**3** Escape of water from any tank apparatus or pipe excluding

- a) loss or damage to contents when the main building of the Home is Unoccupied or Unfurnished
- b) the first £100 of each and every loss

**4** Subsidence or Heave of the site on which the Home and/or Business Area stands or Landslip

**5** Riot civil commotion labour and political disturbances and strikes

**6** Malicious damage excluding

- a) loss or damage by a person lawfully in the Home and/or Business Area
- b) loss or damage when the main building of the Home is Unoccupied or Unfurnished
- c) the first £100 of each and every loss

**7** Impact with the Home and/or Business Area by aircraft or other aerial devices or anything dropped from them vehicles trains animals falling trees or branches falling aerials or masts

**8** Theft or any attempt thereat (including damage to the Home and/or Business Area for which the Insured is responsible) excluding

- a) loss or damage when the main building of the Home is Unoccupied or Unfurnished
- b) loss or damage to property in the open
- c) loss or damage occurring whilst the Home and/or Business Area or any part are lent or let unless involving violent entry to or exit from the Home and/or Business Area
- d) loss by deception unless deception is only used to gain entry to the Home and/or Business Area
- e) loss or damage by the Insured or any member of his family or any Employee

- f) loss or damage occurring
  - i) whilst the Home and Business Area are unattended
 or
  - ii) whilst any Business Area which has a separate external entrance is unattended
 unless all existing protective devices for securing external doors and windows have been placed in full and effective operation
  - g) the first £100 of each and every loss
- 9** Theft by violence or threat of violence to the Insured his Family or Employees excluding the first £100 of each and every loss
- 10** Escape of oil from any fixed heating installation
- 11** Any other accidental loss or damage occurring in the Business Area excluding
  - a) the first £100 of each and every loss
  - b) loss or damage caused by or resulting from
    - i) wear tear the action of light or atmosphere moths vermin insects
    - ii) any process of cleaning dyeing restoring adjusting or repairing
    - iii) corrosion dampness dryness wet or dry rot marring scratching bruising deterioration
  - c) damage to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
  - d) loss or damage specifically excluded in
    - i) Insured Perils 1–10
    - ii) the General Exceptions
- e) normal maintenance or repair
- f) erasure or distortion of information on computer systems or other records
- g) loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking
- h) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- i) loss or damage by confiscation or detention by Customs or other officials or authorities
- j) loss or damage following dishonesty or fraudulent action by the Insured's Employees or any person lawfully in the Home and/or Business Area
- k) any shortage due to error or omission
- l) loss or damage by theft or any attempt thereat

**Excluding**

Loss destruction or damage caused by pollution or contamination except (unless otherwise stated) destruction or damage to the Property Insured caused by

- a) pollution or contamination which itself results from an Insured Peril
- b) an Insured Peril which itself results from pollution or contamination

**B Limit of Liability**

The maximum amount payable under this Section is the Sum Insured shown in the Schedule for the contents of the Business Area

### **C Electronic Office Equipment**

Within the maximum amount payable referred to in paragraph B – Limit of Liability the cover in respect of Electronic Office Equipment pertaining to the Business is restricted to £5,000 but where items of Electronic Office Equipment are also insured under Section 3 (All Risks on Specified Items) the liability of the Company under Sections 2 and 3 shall not exceed £5,000 in total

### **D Extension of Covers**

In addition the Insured will be indemnified against

#### **1 Signs**

Accidental loss of or damage to signs up to a maximum amount of £1,000 in any one Period of Insurance

#### **2 Goods in Transit**

Loss of or damage to merchandise and goods and tools incidental to the Insured's Business the property of the Insured or held in trust and for which the Insured is responsible while being carried by any vehicle(s) owned hired or leased by the Insured anywhere in or between the Territorial Limits. The cover applies from the time the merchandise and goods are lifted by the Insured's Employees until they are placed in position by them at their destination (excluding their installation) including loading and unloading

Provided that the liability of the Company in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of one event or in the aggregate shall not exceed £2,000

This Extension does not cover

- a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft
- b) loss or damage due to natural deterioration
- c) any consequential or indirect loss or loss or damage due to delay
- d) loss of or damage to bills of exchange promissory notes Money securities for Money stamps precious stones jewellery bullion or loss or death of or injury to living creatures

Special Conditions which will apply to this Extension

- i) Overnight Garaging  
The Company will not be liable under this Extension for loss by theft if any vehicle trailer or semi-trailer is left unattended between the hours of 21.00 and 06.00 unless such vehicle trailer or semi-trailer is securely locked at all points of access and is garaged in enclosed premises which are securely locked or have a watchman in constant attendance
- ii) Locked Car Clause  
This Extension does not cover loss or damage by theft or pilferage or any attempt thereat involving any vehicle trailer or semi-trailer which is left unattended or which is laid up temporarily stored in any garage or similar premises unless such vehicle or trailer or semi-trailer has all points of access securely locked

### 3 Loss of Money

Loss from any cause of Money

- i) held in connection with the Business
- ii) held for social domestic and pleasure purposes only applicable if Section 5 (Home Contents) is shown as insured in the Schedule
  - a) while in transit within the Territorial Limits or in a bank safe up to a maximum amount of £2,000 for any one loss
  - b) while at the residence of any principal or authorised Employee of the Insured up to a maximum amount of £500 for any one loss
  - c) from the Home and/or Business Area up to a maximum amount of £1,000 for any one loss unless contained in a locked safe whereupon the maximum amount payable is increased to £2,000

Provided always that when the Home and/or Business Area are left unattended keys to safes and/or combination codes shall be deposited in a secure place not in the vicinity of any safe

Notwithstanding the limits referred to above the limit of any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates credit company sales vouchers or receipts National Insurance Stamps affixed to cards and VAT purchase receipts shall be £250,000

### Exclusions

This Extension shall not insure against loss

- a) arising from fraud or dishonesty of the Insured's Employees unless such loss be discovered within fourteen clear working days of the occurrence
- b) due to clerical or accounting errors
- c) from unattended motor vehicles
- d) of Money the property of the Post Office
- e) of Money held for social domestic and pleasure purposes away from the Home unless stolen from a building where entry or exit is made by forcible and violent means

**4 Personal Accident – Assault**

If the Insured or any Employee of the Insured within the age limits 16 to 70 years shall suffer bodily injury caused solely or directly as a result of malicious attack or attempt thereat by any person not connected with the Business stealing or attempting to steal Money or Business Contents the Company will pay compensation on the basis of the following Table of Compensations

<b>Table of Compensations</b>	
<b>1</b> Death*	£10,000
<b>2</b> Total loss or permanent and total loss of use of one or more limbs*	£10,000
<b>3</b> Total and irrecoverable loss of all sight in one or more eyes*	£10,000
<b>4</b> For any period up to a maximum of 104 weeks of total disablement from engaging in usual occupation	£100 per week (payable monthly)
* Occurring within 24 months of sustaining the bodily injury	

Provided that

- i) compensation will not be payable under more than one of the items in the Table of Compensations for the same injury
- ii) no liability will attach to the Company for bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth
- iii) this Extension shall not apply where the Business includes a sub post office

The insurance by this Extension is extended

- a) to pay for damage to cash carrying devices or clothing and personal effects belonging to the Insured or any Employee of the Insured up to a limit of £500 in respect of any one person
- b) where Section 5 (Home Contents) is shown as insured in the Schedule the Company will pay compensation in accordance with the Table of Compensations if the Insured and/or their husband or wife within the age limits 16 to 70 years shall suffer bodily injury caused solely or directly as a result of malicious attack or attempt thereat by any person not connected with the Business stealing or attempting to steal Money or Contents from the Home

**5 Freezer Contents**

Loss or damage to frozen food in any frozen food cabinet deep freezer cold room chilled cabinet or cold store in the

- a) Business Area
- b) Home if Section 5 (Home Contents) is shown as insured in the Schedule due to change in temperature resulting from any cause other than loss or damage
  - i) following the deliberate act of any public electricity authority in termination disconnection restriction or withholding the supply of electricity
  - ii) caused by neglect or misuse

Provided that

- a) the maximum amount payable shall not exceed £2,000 any one loss
- b) the Insured shall be responsible for 20% of any loss where the frozen food cabinet deep freezer cold room chilled cabinet or cold store is over 10 years old



**6 Loss of Keys**

The cost of replacing locks (including keys) of

- a) external doors and windows
- b) an intruder alarm and/or safe
  - i) in the Business Area
  - ii) in the Home if Section 5 (Home Contents) is shown as insured in the Schedule if the keys are lost or stolen anywhere in the world but excluding theft from motor vehicles

Provided the liability of the Company shall not exceed £500 in any one Period of Insurance

**7 Loss of Metered Water**

Loss of metered water up to a maximum of £1,000 in any one Period of Insurance

- a) in the Business Area caused by any of the Insured Perils 1–11 in this Section
- b) in the Home if Section 5 (Home Contents) is shown as insured in the Schedule caused by any of the Insured Perils 1–9 in Section 5

It is a condition precedent to liability that the Insured

- i) takes a quarterly reading of the meter
- ii) maintains a record of the meter readings
- iii) immediately reports any unusual fluctuations to the Water Authority in writing

**8 Temporary Removal of Documents**

The insurance by items 1b) and 1c) of the Property Insured extends to cover loss or damage (caused by any of the Insured Perils 1–11) whilst temporarily removed from the Home and/or Business Area but remaining within the Territorial Limits or whilst in transit within such limits up to an amount of £1,000 any one loss

**9 Exhibitions and Customers Premises**

Loss of or damage (caused by any of the Insured Perils 1–11) to Business Contents up to an amount of £1,000 whilst at any exhibition or whilst temporarily at customers premises within the Territorial Limits

**10 Outside Catering**

Loss or damage (caused by any of the Insured Perils 1–11) to Business Contents up to an amount of £1,000 occurring in the building where the Insured is providing catering

**11 Glass**

Paying form making good the breakage or scratching of Glass (as defined below and not otherwise insured) in the Business Area and Home and in addition the cost of

- a) temporary boarding-up following breakage
- b) repair of damage to window frames as a result of such breakage or the cost of removal or replacement of fixtures and fittings in the course of replacement Glass up to a maximum amount of £500 any Period of Insurance
- c) lettering or other ornamental work and alarm foil on Glass up to a maximum of £500 any one loss

**Definition of Glass**

- i) fixed glass in windows doors and fanlights
- ii) glass showcases shelves tops and mirrors
- iii) sanitary fixtures and fittings

**Excluding**

the first £50 of each claim

## Section 3 – All Risks on Specified Items

### **A Indemnity**

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The Company shall indemnify the Insured against loss of or damage to the property specified in the Schedule by any accident or misfortune occurring anywhere within the Territorial Limits

#### **Excluding**

- a) the first £100 of each claim
- b) any property otherwise insured
- c) loss or damage arising from wear and tear or from any process of cleaning dyeing restoring adjusting or repairing
- d) loss or damage arising from or attributable to the action of light or atmosphere moths parasites vermin corrosion dampness marring scratching bruising or deterioration
- e) loss or damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair
- f) erasure or distortion of information on computer systems or their records
- g) loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking
- h) loss by official confiscation or detention
- i) loss of or damage to Money documents securities motor vehicles boats cycles household goods sports equipment contact or corneal lenses

- j) loss or damage by theft from an unattended motor vehicle unless the item(s) are concealed from view and all windows are closed and all doors including the boot are locked

### **B Limit of Liability**

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The maximum amount payable under any item is the Sum Insured shown in the Schedule for the Business All Risks

### **C Electronic Office Equipment**

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Within the maximum amount payable referred to in Paragraph B – Limit of Liability where Electronic Office Equipment is insured under this Section the cover under Sections 2 and 3 in respect of such equipment shall not exceed £5,000 in total

## Section 4(a) – Business Interruption

### **A Indemnity**

In the event of loss as a result of interruption of or interference with the Business following loss or destruction or damage to the Home and/or Business Area

as a result of

- a) an Insured Peril under Section 2
- b) glass breakage

Loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Home and/or Business Area against such loss destruction or damage

Provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Business Contents) of this Policy the Company shall indemnify the Insured against loss of Gross Profit in accordance with the following provisions

- a) by paying the amount by which the Gross Profit during the Indemnity Period falls short of the Gross Profit which would have otherwise been received during the same period and
- b) any additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in Gross Profit during the Indemnity Period as a result of the Damage but not more than the loss avoided under a)

less any amount saved during the Indemnity Period in respect of reduced expenses due to the Damage

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the Damage had not occurred

If the Damage occurs in the first trading year the payment under a) shall be based on the Gross Profit immediately prior to the loss

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the Company

No claim shall be payable under this Section unless the Insured

- i) shall take all action which may be reasonably practicable to minimise any interruption of or interference with the Business to avoid or diminish the loss
- ii) not later than 30 days after the expiry of the Indemnity Period (or within such further time as the Company may in writing allow) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### **Exclusion**

This Section does not insure Damage arising from

- a) deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- b) Damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

### **Definitions**

Note For the purpose of any definition any adjustment implemented in current cost accounting shall be disregarded

**Indemnity Period**

The period beginning with the happening of the Damage and ending not later than the number of months shown in the Schedule during which the results of the Business are affected as a result of the Damage

**Gross Profit**

The money paid or payable to the Insured in course of the Business for goods sold and delivered and for services rendered less the purchase cost of such goods

**B Professional Accountants Charges**

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The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 4 and reporting that such particulars or details are in accordance with the Insured's business books or documents

**C Alternative Trading Clause**

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If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Home and/or Business Area for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the reduction of Gross Profit during the Indemnity Period

**D Value Added Tax**

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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

**E Extensions of Cover**

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**1 Murder Suicide or Disease**

The Company shall indemnify the Insured in respect of Damage as defined in this Section resulting from interruption of or interference with the Business during the Indemnity Period following

- a) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the Home and/or Business Area or within a 25 mile radius of it
- b) murder or suicide in the Home and/or Business Area
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Home and/or Business Area
- d) vermin or pests in the Home and/or Business Area
- e) the closing of the whole or part of the Home and/or Business Area by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Home and/or Business Area

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage

## **2 Denial of Access**

This Section extends to include loss resulting from Damage as defined in this Section to property in the vicinity of the Home and/or Business Area which shall prevent or hinder the use of the Home and/or Business Area or access thereto whether the Home and/or Business Area or property of the Insured therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services)

## **3 Suppliers**

This Section extends to include interruption of or interference with the Business caused by Damage as defined in this Section giving rise to destruction or damage at any premises (within the Territorial Limits) of any of the Insured's suppliers

Provided that the liability of the Company under this Extension shall not exceed 10% of the Sum Insured by this Section

## **4 Documents**

This Section extends to include loss resulting from interruption of or interference with the Business arising out of Damage as defined in this Section to documents belonging to or held in trust by the Insured whilst temporarily at premises not in the occupation of the Insured or whilst in transit by road rail or inland waterway anywhere within the Territorial Limits

## **5 Failure of Public Supply**

This Section extends to include interruption of or interference with the Business caused by Damage as defined in this Section giving rise to destruction or damage to property at any

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity gas water or telecommunication services within the Territorial Limits

## **F Limit of Liability**

---

The maximum amount payable is the Sum Insured shown in the Schedule for Gross Profit plus Professional Accountants Charges

## Section 4(b) – Loss of Accounts Receivable

### **A Indemnity**

---

In the event of any of the Insured's books of accounts or other business books or records at the Home and/or Business Area being destroyed or damaged by

- a) an Insured Peril under Section 2
- b) glass breakage

so as to render it impossible for the Insured to obtain from Customers all the sums due to them and outstanding at the date of the destruction or damage

Loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Home and/or Business Area against such loss destruction or damage

Provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Business Contents) of this Policy

The company shall indemnify the Insured in respect of loss of Accounts Receivable in accordance with the following provisions

- a) by paying the difference solely due to the Damage between the amount of the Accounts Receivable at the date of the Damage and the total amount received in payment of them during the twelve months after the damage
- b) by paying any reasonable expenditure incurred in avoiding or diminishing the loss of Accounts Receivable but not more than the loss avoided under a)

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discounted without the consent of the Company

No claim shall be payable under this Section unless the Insured shall

- i) take all action which may be reasonably practicable to minimise or check any interruption or interference with the Business or to avoid or diminish the loss
- ii) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### **Exclusions**

This Section does not insure Damage arising from

- a) mislaying or misfiling of records and tapes
- b) the deliberate act of the supply undertaking in restricting or withholding electricity supply
- c) deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- d) Damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

### **Definitions**

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

#### **Accounts Receivable**

The total amount of the balance debited to Customers in the Insured's accounts after equitable 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 Damage) to Customers' accounts in the period between the commencement of the Period of Insurance and the date of the Damage

#### **Customers**

All Customers of the Insured who obtain goods from or use the services of the Insured on a credit basis

## **B Professional Accountants Charges**

---

The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 4 and reporting that such particulars or details are in accordance with the Insured's business books or documents

## **C Documents**

---

This Section extends to include loss resulting from Damage as defined in this Section

- a) to the Insured's books of account or other business books or records whilst in transit within the Territorial Limits
- b) at any premises within the Territorial Limits occupied by persons acting on behalf of the Insured to which the Insured's books of account or other business books or records are removed but excluding Damage arising from
  - i) mislaying or misfiling of records and tapes
  - ii) the deliberate act of the public electricity supply undertaking restricting or withholding electricity

## **D Limit of Liability**

---

The maximum amount payable is the Sum Insured shown in the Schedule for Accounts Receivable plus Professional Accountants Charges

## Section 5 – Home Contents

### **Property Insured**

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- a) Household contents and Personal Possessions including motorised garden implements the property of the Insured his Family and Domestic Staff
- b) Fixtures and Fittings
- c) Radio and television aerials including external television satellite receiving equipment securely fixed to the building of the Home – limit in respect of satellite receiving equipment up to £1,000
- d) Valuables – limit £7,500, within this limit the maximum the Company will pay for any one valuable is £1,500 (unless otherwise stated in the Schedule)
- e) Deeds and other personal documents limit any one document up to £1,000 whilst
  - i) in the Home and/or Business Area
  - ii) in the open within the boundary of the Insured's Home up to 2% of the Sum Insured by this Section
  - iii) anywhere else in Great Britain Ireland Channel Isles and the Isle of Man when temporarily removed from the Insured's Home excluding anything removed for sale or exhibition or to a furniture depository

### **Property Excluded**

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This Section does not cover

- a) anything insured under another policy or more specifically insured
- b) any aircraft boat caravan motor car motor cycle or other motor vehicle trailer or accessories in them or attached to them
- c) certificates of bond stock loan bills of exchange and promissory notes
- d) animals
- e) landlord's fixtures and fittings

- f) any part of the structure ceilings or decorations
- g) theft from motor vehicles
- h) loss by deception unless it is only entry to the Insured's Home which is gained by deception

### **A Insured Perils**

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The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire smoke explosion lighting or earthquake
- 2 Storm or flood (but cover away from the Home is limited to property in a building) excluding the first £100 of each and every loss
- 3 Escape of water from any fixed domestic water installation but excluding
  - a) loss or damage when the main building of the Home is Unoccupied or Unfurnished
  - b) the first £100 of each and every loss
- 4 Subsidence or heave of the site on which the Home stands or Landslip
- 5 Riot civil commotion labour and political disturbances and strikes
- 6 Malicious damage excluding
  - a) loss or damage by a person lawfully in the Home
  - b) loss or damage when the main building of the Home is Unoccupied or Unfurnished
  - c) the first £100 of each and every loss
- 7 Impact with the Home by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling trees or branches falling aerials or masts



**8 Theft attempted theft or hold-up excluding**

- a) loss or damage when the main building of the Home is Unoccupied or Unfurnished
- b) loss or damage occurring while the Home is unattended unless all existing protective devices for securing all external doors and windows have been placed in full and effective operation
- c) the first £100 of each and every loss but
  - i) if the Insured has lent or let any part of the Home the Company will only be liable if entry or exit is made using force or violence
  - ii) all other Property Insured by this Section is covered away from the Home only if stolen
    - a) from any occupied private home or any building where the Insured or his family are working or living temporarily
    - b) from any other building if entry or exit is made using force or violence
    - c) from any bank or safe deposit or while the Insured or a member of his family or domestic staff are taking the items to or from the bank or safe deposit

**9 Escape of oil from any fixed heating installation**

**Excluding**

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

- a) pollution or contamination which results from an Insured Peril
- b) an Insured Peril which itself results from pollution or contamination

**B Extensions of Cover**

In addition the Insured will be indemnified against

**1 Accidental Loss or Damage to Televisions etc**

Accidental loss of or damage to televisions television games machines video recorders audio equipment or personal computers up to a maximum of 10% of the Sum Insured by this Section but the Company will not cover

- a) the first £100 of each and every loss
- b) video cameras and camcorders whilst away from the Home
- c) loss or damage when the main building of the Home is Unoccupied or Unfurnished
- d) loss or damage caused by wear tear or deterioration
- e) loss or damage to cartridges cassettes discs or tapes
- f) loss or damage arising from light or atmospheric or climatic conditions
- g) loss or damage arising from any process of restoring adjusting maintaining or repairing
- h) breakdown
- i) confiscation or detention

**2 Rent and Hotel Expenses**

The reasonable cost of necessary alternative accommodation incurred by the Insured his Family and domestic pets if the Home is made uninhabitable as a result of loss or damage by an Insured Peril

In addition the Company will if the Insured is a tenant also pay any rent for which the Insured is legally responsible

provided that

- a) all benefit under the extension shall cease immediately the Home is fit to live in again
- b) the liability of the Company shall not exceed 20% of the Sum Insured by this Section

### 3 Tenants Liability

Legal liability as tenant for

- a) loss or damage to the structure of the Home or its landlord's fixtures and fittings caused by any of the Insured Perils in Section 1 of this Policy but the Company will not be liable for loss or damage occurring whilst the Home is Unoccupied or Unfurnished
- b) the cost of repairing accidental damage to cables underground pipes drains (and their inspection covers) which serve the Insured's Home

provided that the maximum payable in any one period shall not exceed 10% of the Sum Insured by this Section

### 4 Breakages

The cost of repair following accidental breakage in the Home of

- a) fixed glass in furniture excluding glass in pictures and clocks
- b) glass tops to furniture and glass shelves
- c) ceramic hobs

### 5 Loss of Oil

Accidental loss of oil for an amount not exceeding £1,000 in any one Period of Insurance

### 6 Accidental Damage to Contents by Removal Contractors

Accidental loss of or damage to

- a) Home Contents
- b) Business Contents

up to the Sum Insured shown in the Schedule whilst being moved by professional removal contractors from the Home to the Insured's future address within the Territorial Limits but excluding

- a) the first £100 of each and every loss
- b) property in storage and while in transit to and from storage
- c) breakage of brittle or fragile items

### 7 Interior Decorations

Loss or damage by the Insured Perils in Section 1 of the Policy to

- a) interior decorations and tenants home improvements
- b) structures of outbuildings within the boundary of the Home used for domestic purposes which belong to the Insured or his Family where the Insured occupies the Home as a tenant

The liability of the Company under this extension shall not exceed 10% of the Sum Insured by this Section

## C Limit of Liability

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The maximum amount payable in respect of any one claim is the Sum Insured shown in the Schedule for Home Contents

## Section 6 – Personal Possessions

### **Property Insured**

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- a) Luggage clothing Personal Possessions pedal cycles sporting guns and sports equipment
- b) Personal Money
- c) Financial loss due to the fraudulent use of a Credit Card after the card has been stolen or lost

the property of the Insured or his Family whilst

- a) in Great Britain Northern Ireland the Channel Isles and the Isle of Man
- b) elsewhere in the world while with the Insured or a member of his Family up to a total of 60 days in any one Period of Insurance

### **Basis of Cover**

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- a) For Money – Accidental Loss
- b) For Credit Cards – Liability under the terms of issue of the Credit Cards
- c) All Other Items – Accidental loss or damage

### **Limit of Liability**

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In the event of loss the liability of the company shall not exceed

- a) For Money – £250
- b) For Credit Cards – £500
- c) All Other Items – The sum insured stated in the Schedule subject to maximum amount in respect of any one item of £1,500

The maximum amount payable for theft from unattended motor vehicles is £500 (in total) for any one incident

### **Exclusions**

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The insurance by this Section excludes

- a) the first £100 of each and every loss
- b) loss or damage arising from wear tear or deterioration
- c) loss or damage arising from any process of dyeing cleaning restoring adjusting maintaining repairing or reproofing
- d) loss or damage caused by moths parasites vermin light atmospheric or climatic conditions
- e) breakdown
- f) confiscation or detention
- g) documents securities household goods contact or corneal lenses
- h) animals
- i) any aircraft boat caravan motor car motor cycle or other motor vehicle trailer or accessories in them or attached to them
- j) squash racquets whilst in play
- k) loss or damage to a pedal cycle while it is being used for business or trade except newspaper delivery by the Insured's children
- l) loss or damage to a pedal cycle while it is being used for racing pacemaking taking part in speed or reliability trials or while practising for any of them
- m) theft of a pedal cycle when left in a public place without being attached by a chain and a padlock or other equivalent security device to a permanently fixed structure
- n) theft of pedal cycle accessories unless the pedal cycle is stolen at the same time
- o) theft from unattended motor vehicles unless the item(s) are concealed from view and all windows and all doors including the boot are locked
- p) unauthorised use of credit cards by anyone related to the Insured
- q) loss caused by depreciation or shortages caused by errors and omissions
- r) loss by deception unless it is only entry to the Insured's Home that is gained by deception
- s) any loss or damage insured under any other policy but if the amount of cover under the other policy is inadequate the Company will pay the difference

### **Special Conditions – Money and Credit Cards**

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The Company will only pay a claim for loss of Money or Credit Cards if the Insured has

- a) reported any loss of Money or Credit Cards to the local police within 24 hours of discovering the loss
- b) reported the loss of any Credit Cards to the issuing company immediately
- c) observed the conditions of issue of the Credit Cards

## Section 7 – Liability

### **Sub Section 1 - Employers Liability**

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of his employment by the Insured in the course of the Business

#### **Limit of Indemnity**

The liability of the Company under this Sub Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence shall not exceed the amount stated in the Schedule

Costs and expenses shall be deemed to mean

- 1 Costs and expenses of claimants for which the Insured is legally liable
- 2 Other costs and expenses incurred with the Company's written consent in respect of any claim which may be the subject of indemnity under this Sub Section
- 3 Solicitors fees incurred with the Company's written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Sub Section

- 4 Legal costs and expenses incurred by the Insured and at the request of the Insured any director or Employee with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
  - a) the proceedings relate to the health safety or welfare of Employees
  - b) the Company will not indemnify the Insured in respect of
    - i) fines or penalties
    - ii) costs and expenses insured by any other policy

#### **Right of Recovery**

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the Territorial Limits but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

#### **Unsatisfied Court Judgements**

This Sub Section shall extend to include the following

In the event of Injury to an Employee sustained during the Period of Insurance and arising out of his employment by the Insured in the course of the Business which results in a judgement for damages being obtained by such Employee or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement

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

- a) the judgement for damages is obtained
  - i) in a court of law within the Territorial Limits
  - ii) against a company partnership or individual other than the Insured conducting a business at or from premises within the territories described in a) i) above
- b) there is no appeal outstanding
- c) this judgement relates to Injury which would otherwise be within the terms of the Policy
- d) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

**Radioactive Contamination**

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to or arising from

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

**Vehicles**

This Sub Section does not provide indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as

amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1992 and the Road Traffic Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

**Sub Section 2 - Public Liability Indemnity**

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**A In respect of the Business and Buildings**

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property
- c) obstruction, trespass, nuisance or interference with any right of way air light or water or other easement
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance

- i) happening in the course of the Business
- or
- ii) caused by the nature or condition of Products Supplied
- or
- iii) arising from the Insured's ownership of the Home or Business Area

**Limit of Indemnity**

The liability of the Company for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not

exceed the Limit of Indemnity stated in the Schedule but the Limit of Indemnity shall be the maximum amount payable in any one Period of Insurance in respect of liability arising from Products Supplied

**Costs**

The Company will in addition

**1** pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section

**2** pay solicitors fees incurred with its written consent for

a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury

b) representation at a Coroners Court or Fatal Accident Inquiry in respect of death

which may be the subject of indemnity under this Section

**3** indemnify the Insured and at the request of the Insured any director or Employee in respect of legal costs and expenses incurred with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

a) the proceedings relate to the health safety or welfare of persons other than the Employees

b) the Company will not indemnify the Insured in respect of

i) fines or penalties

ii) costs or expenses insured by any other policy

**4** indemnify the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that

a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance

b) the Company will not indemnify the Insured in respect of

i) fines or penalties

ii) costs or expenses insured by any other policy

**Exclusions**

The Company shall not be liable for any claim in respect of

a) Injury to any member of the Insured's Family or Domestic Staff or anyone employed by the Insured to repair or decorate the buildings and any other Employee

b) loss of or damage to

i) property belonging to the Insured

ii) property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured or to a member of the Insured's household

- c) Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are for use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft
- d) any costs incurred in recalling or modifying any Products Supplied
- e) the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in value thereof
- f) the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Products Supplied
- g) the ownership possession or use by or on behalf of the Insured of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the Business Area
- h) work on offshore installations
- i) lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment)
- j) liability assumed by the Insured under agreement unless the conduct control of claims is vested in the Company but indemnity shall not in any event apply to
  - i) liquidated damages fines or penalties
  - ii) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied and which would not have attached in the absence of such warranty or guarantee
- k) work away from the Business Area involving the application of heat other than catering
- l) the first £100 of each and every claim for damage to property
- m) Injury or loss or damage to property caused by or in connection with products knowingly exported to the United States of America or Canada

### Cross Liabilities

If more than one Insured is referred to in the Policy Schedule this Sub Section shall apply to each one as if a separate Policy has been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

### Extensions

#### 1 Contingent Motor Liability

Notwithstanding Exclusion g) above of this Sub Section the Company shall indemnify the Insured against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured

The indemnity will not apply to legal liability

- a) in respect of loss or damage to such vehicle or to goods conveyed therein or thereon
- b) in respect of Injury loss or damage arising while such vehicle is being
  - i) driven by the Insured
  - ii) driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence



- iii) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) in respect of which the Insured is entitled to indemnity under any other insurance

**2 Tenants Liability**

If the Business Area is leased let rented hired or lent to the Insured Excluding b) ii) of this Sub Section shall not apply provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement
- b) the first £100 of any claim caused otherwise than by fire or explosion
- c) loss or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured

In addition the Company will indemnify the Insured for legal liability in respect of all sums which the Insured may be legally liable to pay as tenant for the cost of repairing accidental damage to cables and underground pipes and drains (and their inspection covers) on the premises of the Business Area or connecting them to the public mains

**3 Overseas Personal Liability**

The Company shall indemnify the Insured and if the Insured so requests any director or partner of the Insured or any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

Subject otherwise to the terms exclusions and conditions of this Policy

**B As occupier of the Home (only applicable if Section 5 (Home Contents) is shown as insured in the Schedule)**

The Company will indemnify the Insured his Family and Domestic Staff (or their personal representatives in the event of death) against all sums that shall become legally liable to pay as damages costs and expenses to a claimant in respect of

- a) Injury to any person
- b) loss or damage to material property occurring during the Period of Insurance
  - i) anywhere within the British Isles
  - ii) anywhere outside the British Isles up to a total of 60 days in any one Period of Insurance

**Limit of Indemnity**

The liability of the Company for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

**Exclusions**

The Company shall not be liable for any claim

- a) for Injury to any member of the Insured's Family or Domestic Staff or anyone employed by the Insured to repair or decorate the building

- b) for loss or damage to property owned leased let rented hired lent or entrusted to the Insured or to a member of their Family and Domestic Staff
- c) arising from the possession or use of
  - i) mechanically powered vehicles except garden implements or pedal cycles
  - ii) aircraft except models
  - iii) watercraft except hand propelled boats and models
- d) arising from
  - i) livestock except domestic animals
  - ii) a dog of a type specified in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dogs (Muzzling) Regulations (Northern Ireland) 1991
  - iii) firearms except sporting guns and airguns
  - iv) any business trade or profession except newspaper delivery by the Insured's children
  - v) the ownership or occupation of any building on land except the occupation of the Home and its land
  - vi) any agreement unless the Insured or a member of his household would have been liable had the agreement not been made
  - vii) sports involving the use of mechanical power

### **U.S.A. and Canada**

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or if any subsequent action in connection therewith is brought elsewhere in the world

- 1 the liability of the Company in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Company's written consent shall not exceed the Limit of Indemnity
- 2 the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines and penalties

### **Exclusion and Limitation Clause – Pollution or Contamination**

- a) This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

- b) The liability of the Company for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule
- c) For the purpose of this Clause 'Pollution or Contamination' shall be deemed to mean
  - i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphereand
  - ii) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination

### **Discharge of Liability**

The Company may pay the Limit of Indemnity or any lesser amount for which any claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

### **Extensions applicable to Sections 1 and 2**

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#### **1 Additional Persons Insured**

- 1) In the event of death of any person entitled to indemnity under the Section the Company will indemnify in the terms of the Policy the deceased's legal personal representatives but only in the respect of liability incurred by such deceased person
- 2) At the request of the Insured the Company will indemnify in the terms of this Section
  - a) i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
  - ii) any director of the Insured or Employee in respect of liability arising in connection with the Business provided that the Insured would have been entitled to indemnity under the Section if the claim had been made against the Insured
  - b) i) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security or first aid medical or ambulance services in their respective capacities as such

- ii) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- i) each person shall as though he were the Insured observe fulfil and be subject to the terms of this Policy insofar as they can apply
- ii) the Company shall retain the sole conduct and control of all claims
- iii) where the Company is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

#### **2 Compensation for Court Attendance**

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

- a) any director or partner of the Insured £100
- b) any Employee £50

### **Limit of Indemnity Aggregation Clause**

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The liability of the Company under Paragraphs 2A and 2B in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one cause shall not exceed in aggregate the Limit of Indemnity stated in the Schedule

## Section 8 – Computer Breakdown

### Property Insured

#### **Item 1 Computer Equipment**

Computer and auxiliary equipment used for electronic processing communication and storage of data including

- a) fixed disks interconnecting wiring and telecommunications systems
- b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the Computer equipment

#### **Item 2 Computer Records**

All current and back up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon the property of the Insured or leased hired or rented to the Insured on the premises or anywhere within Great Britain Northern Ireland the Channel Island or the Isle of Man

### A Insured Perils

The Company shall indemnify the Insured against loss or damage to Property Insured caused by the undernoted perils

- 1 breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal function
- 2 failure or fluctuation of the supply of electricity to the Computer Equipment
- 3 erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Records

#### **Excluding**

- 1 Loss destruction or damage to the Property Insured
  - a) occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement providing a minimum service of on call remedial

and/or corrective maintenance at inclusive costs

- b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
  - c) for which the Insured is relieved of responsibility under any rental hire or lease agreement
  - d) caused by any of the Insured Perils stated in Section 2 Business Contents whether insured or not
  - e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this Exclusion shall not apply to subsequent loss destruction or damage which itself results from a cause not otherwise excluded
  - f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life
  - g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
  - h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority
  - i) caused by it undergoing any process of production packaging treatment testing commissioning servicing or repair
  - j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven
  - k) caused by programming errors or design defects in software
- 2 The first £100 of each and every loss

- 3 a) in respect of Property Insured loss or damage to Computer Equipment or other equipment or component system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including without limitation Computer Records any information or programs or software) directly or indirectly caused by occasioned by or arising from programming or operator error Virus or Similar Mechanism or Hacking
- b) in respect of paragraph F Extensions of Cover any loss cost or expense incurred in consequence directly or indirectly of programming or operator error Virus or Similar Mechanism or Hacking

### **B Inflation Protection Clause**

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

### **C Limit of Liability**

The maximum amount payable during any Period of Insurance including any payment made under the Special Conditions is

#### **Item 1 Computer Equipment**

The Sum Insured shown in the Schedule adjusted in accordance with the Inflation Protection Clause

#### **Item 2 Computer Records**

£5,000

### **D Subrogation Waiver**

The Company agrees to waive any rights of subrogation against any user of the Computer Equipment provided that

- a) such user has the authority of the Insured to use the Computer Equipment
- and
- b) such user shall as if they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Section

### **E Extensions of Cover**

In addition the Insured will be indemnified against

#### **1 Additional Expenditure**

The 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
- b) recompile or restore data or software or replace third party proprietary software in direct consequence of loss or damage to Property Insured caused by Insured Peril 1 (exclusion f shall not apply)

Provided that the liability of the Company does not exceed £10,000 in any one Period of Insurance

#### **2 Incompatibility of Computer Records**

The costs of

- a) modification of the Company equipment or
- b) replacement of Computer Records together with reinstatement of programs and/or information thereon

whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment

Provided that the liability of the Company does not exceed £5,000 in any one Period of Insurance

#### **3 Additional Rental**

The additional rental arising out of the replacement of a lease hire agreement in respect of the Property Insured by a new contract for a similar property consequent upon loss or damage insured by this Section

Provided that the liability of the Company shall not exceed £5,000 in any one Period of Insurance

## Section 9 – Legal Expenses

### **The Cover**

The Company agrees to indemnify the Insured against Legal and Professional Expenses and Awards of Compensation as specified in this Section and the Schedule

The Company will only indemnify the Insured against claims made brought or commenced within the Territorial Limits in respect of activities within the scope and extent of the Business of the Insured. The Company will not be liable to indemnify the Insured in respect of claims made in respect of or relating to or arising out of the Exclusions specified in this Policy

This is a 'claims made' Section of the Policy. It only covers claims notified to the Company during the Period of Insurance

### **Limits of Liability**

The maximum liability of the Company under this Section is limited to

- 1 £50,000 Any One Claim
- 2 £500,000 All claims or legal proceedings made and or notified during the Period of Insurance

### **Covers Applicable to this Section**

#### **1 Contract Disputes**

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1979 the Supply of Goods and Services Act 1982

- a) Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- b) the amount in dispute exceeds £250 and is less than £5,000
- c) where the dispute relates to monies owed to the Insured and liability for the debt is not contested the Insured refers the debt to the Debt Collection

Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured. If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

#### **Exclusions applicable to**

##### **1 Contract Disputes**

- a) the first £250 of Legal Expenses incurred in Any One Claim
- b) breach or alleged breach of the duty of a professional
- c) bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1974
- d) assignment agency franchise or bailment other than hire
- e) employment disputes or any dispute in respect of a contract of service
- f) landlord and tenant disputes
- g) any dispute to be determined at Arbitration
- h) construction contracts as defined by the Housing Grants Construction and Regeneration Act 1996
- i) insurance contracts
- j) disputes arising out of motor vehicles

##### **2 Employment Disputes**

- a) Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and
- b) Awards of Compensation in respect of such legal proceedings

*provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the Legal Advice Line*

- a) prior to carrying out any disciplinary procedure or action
- b) prior to the dismissal of an Employee
- c) prior to implementing a redundancy programme and prior to making an Employee redundant
- d) upon notification formally or informally of a grievance from an Employee
- e) upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation
- f) prior to any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- g) on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

**Exclusion applicable to  
2 Employment Disputes**

- a) Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive

**3 Criminal Prosecution Defence**

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990

**Exclusions applicable to 3 Criminal Prosecution Defence**

- a) the ownership possession hire or use of a motor vehicle
- b) any prosecution relating to or arising from investigations by the Inland Revenue HM Customs and Excise or the Department of Social Security
- c) any prosecution alleging violence or dishonesty

**4 Property Disputes**

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

- a) a dispute over the possession of freehold or leasehold Property
- b) a dispute in respect of actual or alleged negligence nuisance or damage to Property including fixtures and fittings

provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

**Exclusions applicable to  
4 Property Disputes**

- a) mining or other subsidence or heave however caused
- b) a contract other than agreement for use
- c) any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory purchase orders or renewal of a contract for use

### 5 Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the Data Protection Act 1998 including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice. The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data as defined in Section 13 of the Data Protection Act 1998 Provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Act 1998 to which the Company has consented

### 6 Tax Protection

Professional Expenses incurred by the Insured in any Inland Revenue Investigation or VAT Dispute against the Insured in respect of

#### Sub-Section 6A – Inland Revenue Investigations

- a) representation of the Insured in an Inland Revenue detailed investigation ('Full Enquiry') into an Insured's Self Assessment Return only insofar as the enquiry relates to the Insured's business affairs
- b) representation of the Insured at an Inland Revenue Employer Compliance dispute into the business's PAYE returns
- c) appeals by the Insured at an Inland Revenue Commissioner's Hearing ('Hearing') following a claim in respect of a) and b) above and at an appeal against a decision following such Hearing

provided that

- i) in the case of a Full Enquiry the Inland Revenue has issued a Notice which (1) is issued under either S9A Taxes Management Act 1970 ('TMA 1970') or S12AC TMA 1970 or S24 (1) Schedule 18 Finance Act 1998 and (2) has requested the examination of all the Insured's business books and records
- ii) in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Inland Revenue and the dispute follows an audit visit by the Inland Revenue
- iii) the Company has consented to representation at a Hearing and any subsequent appeal

#### Sub-Section 6B – VAT Disputes

- a) representation of the Insured in respect of the local review procedure in order to reach agreement with HM Customs and Excise
- b) representation of the Insured at a VAT and Duties Tribunal
- c) representation of the Insured at an appeal against a VAT and Duties Tribunal decision

provided that

- i) a written decision assessment or statement of alleged arrears has been made by HM Customs and Excise into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- ii) the dispute follows a control visit by HM Customs and Excise and there is a reasonable prospect of reducing the liabilities alleged by HM Customs and Excise
- iii) the Company has consented to representation at a VAT and Duties Tribunal and any subsequent appeal



**Exclusions applicable to  
6 Tax Protection**

- a) technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with the Insured's affairs
- b) the defence of a criminal prosecution
- c) taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- d) any claim or proceedings which result solely from investigation of earlier accounts or records
- e) any claim made where the Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part II Schedule 18 Finance Act 1998
- f) any claim made where the Income Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under S7TMA1970 and/or S93TMA1970
- g) the preparation and/or correction of Self Assessment Returns accounts Income Tax Returns P11Ds P35s VAT returns or any other statutory returns
- h) any investigation undertaken by any of the Special Compliance Offices and Special Investigations Section of the Inland Revenue or any enquiry under Section 60 of the VAT Act 1994 or matters handled by the National Investigations Service of HM Customs and Excise Investigation Office
- i) an enquiry into the validity of a claim for Working Families Tax Credit or a

dispute concerning the payment of the Working Families Tax Credit by an employer

- j) any dispute in connection with the payment of the National Minimum Wage
- k) a dispute or enquiry in respect of the non-compliance with the IR35 legislation

**7 Statutory Licence**

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory instrument or by government or local authority to the Insured

provided that

- a) such licence or certificate of registration is necessary to engage in the Business activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration
- b) the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

**Exclusions applicable to  
7 Statutory Licence**

- a) the first £250 of Legal Expenses incurred in Any One Claim
- b) disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal

- c) any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of Parliament
- d) any costs incurred in complying with a notice or order whether incidental or not
- e) any claim or legal proceedings arising out of the use or ownership of a motor vehicle

### **General Exclusions Applicable to Section 9**

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- 1** The defence of the Insured in civil legal proceedings arising from
  - a) injury or disease
  - b) loss destruction or damage of or to property
  - c) alleged breach of any Professional Duty
  - d) any tortious liability (other than as specified in Cover 4 Property Disputes)
- 2** Any claim or legal proceedings made brought or commenced outside the Territorial Limits
- 3** Legal Expenses or Professional Expenses incurred without the Company's prior written consent
- 4** Fines or other penalties imposed by a court or tribunal
- 5** Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
- 6** Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner
- 7** Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
- 8** Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
- 9** Any Legal Expenses incurred in connection with a judicial review
- 10** Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured
- 11** Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
- 12** Appeals arising out of legal proceedings to which the Company has not granted consent
- 13** Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance policy or legal aid certificate or representation order
- 14** Any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind
- 15** Any dispute between the Insured the Company or the Appointed Representative

## **Special Conditions for Claims Settlement Applicable to Section 9**

### **1 Claims Procedure**

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured

For queries in this regard please contact 0870 600 1489

### **2 The Company's Consent**

It is a condition precedent to the Company's liability for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

- a) it is reasonable to incur Legal Expenses or Professional Expenses and
- b) i) the Insured has reasonable prospects of recovery of damages or other remedy  
or  
ii) the Insured has reasonable prospects of a successful defence  
or  
iii) where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties

If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings

If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

### **3 Conduct of Claim**

#### **a) Choice of Appointed Representative**

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first £1000 of Legal Expenses incurred in respect of Any One Claim

In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of this Policy and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

**b) Disclosure to the Appointed Representative**

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested. Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests.

**c) The Company's Access to Information**

The Company is entitled to receive from the Appointed Representative any information, document or advice in connection with any claim or legal proceedings, even if privileged. On request, the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

**d) Recovery of Costs and Payment of Legal Expenses and Professional Expenses**

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay. If the Company so requires, the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court.

The Insured is responsible for payment of all Legal Expenses, Professional Expenses or Awards of Compensation. The Company will reimburse the Insured or may settle these directly if requested by the Insured to do so.

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent.

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Company, whether actually recovered or not.

The Insured and their Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company.

**e) Value Added Tax**

If the Insured is registered for VAT, the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills.

**f) Instruction of Counsel and Experts**

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert, their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction, which will not be unreasonably withheld.

**g) Offer of Settlement**

It is a condition precedent to the Company's liability hereunder that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer. In any settlement, the

Insured must have regard to Legal Expenses or Professional Expenses incurred or likely to be incurred and the recovery thereof Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent which will not be unreasonably withheld If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company

#### **4 Appeal Procedure**

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgment or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue The Company will inform the Appointed Representative of its decision If the Company so requires it the Insured must co-operate in an appeal against the judgment or decision of a court or tribunal

#### **5 Insolvency or Liquidation of the Insured**

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to

withdraw that consent The Insured shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985

#### **6 Contracts (Right of Third Parties) Act**

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract

## Additional Clauses

*(Only applicable if the Section is shown as operative in the Schedule)*

### **1 Additional Expenses Clause**

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The Company will pay the necessary expenses incurred for rebuilding or repairing the Property Insured under Sections 1, 2 and 5 as a result of loss or damage as insured by the respective Sections namely

- a) architects surveyors and legal fees
- b) the cost of clearing debris from the site or demolishing or shoring up the building

The Company will not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of property not insured by the Section
- c) other costs to comply with Government or Local Authority requirements

### **2 Amount Excluded Aggregation Clause**

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Where a claim is to be dealt with under more than one Section of the Policy and under the terms of the Policy the Insured is responsible for the first £100 of loss or damage under each Section the Company agrees that the Insured will only be responsible for the first £100 of the claim in aggregate

### **3 Reinstatement of Sum Insured Clause**

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In the event of loss the Sum Insured by Sections 1, 2, 4A, 4B and 5 will not be reduced by the amount of such loss provided that the Insured shall

- a) pay any extra premium the Company may require
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for further security of the Property Insured

### **4 Claims Settlement Clause**

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The Company will settle claims arising under the following Sections of the Policy on the basis shown below

#### **Section 1 – Buildings**

If the Home and/or Business Area is damaged by an Insured Peril the Company will either

- pay for rebuilding or repair or
- make a money payment instead

provided that

- the Sum insured when the Property Insured is damaged is sufficient to rebuild it
- the property has been maintained in a good state of repair

### **Section 2 – Business Contents**

If the Business Contents are damaged by an Insured Peril the Company will

- pay the cost of replacing the articles destroyed or damaged as new except
- in respect of stock in trade the Company will pay the value at the time of its loss or damage

### **Section 3 – Business All Risks**

In the event of loss or damage to the Property Insured the Company will

- pay the cost of repair or the current replacement value without deduction for wear and tear provided all necessary repairs or replacements are carried out without delay

provided that the Sum Insured is sufficient to replace the Property Insured as new

### **Sections 5 and 6 – Home Contents and Personal Possessions**

In the event of loss or damage to the Property Insured if repair is not possible the Company will

- pay the full cost of replacing the articles as new except for articles of clothing where the Company will deduct an amount for wear tear and depreciation

### **Section 8 – Computer Breakdown**

If the Computer Equipment insured by Item 1 is damaged by an Insured Peril the Company will

- pay the cost of replacing the equipment destroyed or damaged as new

### **5 Matching Sets Suites Groups and Collections Clause**

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The Company will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a set suite or other article of uniform nature colour or design when damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched

## Special Clauses

*(Clauses 1 – 6 applicable only if the Clause numbers are entered in the Schedule)*

### **1 Accidental Damage – Buildings**

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The following Insured Peril is added to Paragraph A of Section 1

- 1 Any other accidental loss or damage excluding
  - a) the first £100 of each and every loss
  - b) wear tear deterioration atmospheric or climatic conditions settlement expansion shrinkage drying out wet and dry rot vermin woodboring insects fungus or any gradually operating cause
  - c) loss or damage excluded
    - i) in Insured Perils 1–9
    - ii) in the General Exceptions
  - d) cost of maintenance or routine decoration
  - e) faulty workmanship or design or the use of faulty materials
  - f) loss or damage to the buildings or any part of them arising from construction structural alteration or repair or demolition
  - g) accidental damage when the buildings or any part of them are lent or let

### **2 Accidental Damage – Home Contents**

---

The following Insured Peril is added to Paragraph A of Section 5

- 1 Any other accidental loss or damage occurring in the Property Insured whilst
  - i) in the Home
  - ii) in the open within the boundary of the Insured's Home limit £600excluding
  - a) the first £100 of each and every loss
  - b) loss or damage caused by wear tear gradual deterioration cleaning dyeing restoring light or atmosphere parasites or vermin mechanical or electrical breakdown or derangement adjustment or repair to any machine or misuse
  - c) loss or damage excluded in
    - i) Insured Perils 1–9
    - ii) Paragraphs
      - A) 1, 5 and 6 of the Extensions of Cover under this Section
      - B) 5 and 7 of the Extensions of Cover under Section 2
    - iii) Paragraph a) to h) of the Property Excluded
    - iv) in the General Exceptions
  - d) loss or damage occurring when the Home or any part of it is lent let or sub let
  - e) clothing (including furs) and contact or corneal lenses



### **3 Alarm Clause**

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It is a condition precedent to any liability for loss or damage arising from theft or attempt thereat that

- a) the intruder alarm (details of which have been lodged with the Company) shall be put into full and proper operation whenever the Home and/or Business Area is unattended
- b) such alarm be maintained in efficient order under contract by the Alarm Company
- c) the Insured shall not make or have made any alteration to the alarm system as described in the installers specification without prior approval of the Company
- d) the Insured shall immediately inform both the Alarm Company and the Company in the event of notification by the Police authorities of the withdrawal or possible withdrawal of Police response to alarm calls

### **4 Temporary Cover**

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The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy

### **5 Long Term Agreement**

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The discount shown in the schedule is allowed off the net premiums on this Policy in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the Insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the Sum Insured may be reduced at any time to correspond with any reduction in value or in the Business

The above-mentioned undertaking applies to any Policy (or Policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted Policy (or Policies) issued by the Company

Payment of the Premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this Special Clause

## General Exceptions of the Policy

*This Policy does not cover*

### **1 Pressure Waves**

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Loss destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### **2 War and Nuclear Risks**

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- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

In respect of Section 7 Sub Section 1 (Employers Liability Indemnity) cover applies but not insofar as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

### **3 Requisition or Confiscation of Property**

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Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority

### **4 Heat Processes**

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Loss or damage to property due to its undergoing any process necessarily involving application of heat

### **5 Electrical Plant**

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Damage to or destruction of any electrical plant or electrical appliance ie dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or appliances or other Property Insured hereby such damage or destruction is not excluded by the Policy

### **6 Diminution of Value**

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Diminution of market value beyond the cost of repair or replacement

### **7 Loss Damage Liability or Injury**

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Loss damage liability or injury occurring before the cover under the Policy started

### **8 Date Recognition**

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Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date

- ii) to capture save or retain and/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
- iii) to capture save or retain or correctly to process any 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 retain or correctly to process such data on or after any date

but this shall not exclude in respect of Sections 1 (Buildings) 2 (Business Contents) 3 (All Risks on Specified Items) 4A (Business Interruption) 4B (Loss of Accounts Receivable) 5 (Home Contents) and 6 (Personal Possessions) subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion theft 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 flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section

This Exception is not applicable to Section 7 paragraph 1 (Employers Liability Indemnity)

## **9 War Civil War Political Risk and Terrorism Limitation**

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### **a) Applicable only to Section 7 Sub Section 1 Employers' Liability**

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000

This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War Terrorism or Political Risk as defined below

For the purposes of this Exception 'War Civil War or Political Risk' means war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

For the purposes of this Exception 'Terrorism' means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

**b) Applicable only to Section 7 Sub Section 2 Public Liability**

The insurance provided by this Section is subject to the following Terrorism Limitations

1. The liability of the Company under this Section for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000 or the Limit of Indemnity shown in the Schedule whichever is the lesser
2. Notwithstanding paragraph 1 above the indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism
  - a) arising by through or in connection with
    - i) the provision of Police fire or security services of any kind
    - ii) any public or private utility including telecommunications electricity gas water radio and television
    - iii) public transport services whether rail road sea or air
  - b) arising out of the ownership operation or occupation of or work in at or on
    - i) airports airfields ports rail or underground stations freight or passenger terminals
    - ii) government military or local authority establishments
    - iii) buildings of more than 20 floors in height including basements and underground car parks

- iv) facilities for the manufacture processing refining distribution or storage of liquid or gaseous fuel oil petrochemical chemicals explosives or ammunition
- v) tunnels bridges viaducts aqueducts dams river or sea defences
- vi) schools colleges universities or places of education or religious worship
- vii) sports stadiums theatres or entertainment arenas amusement parks exhibition or conference halls

For the purpose of this Exception 'Terrorism' means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

**10 Northern Ireland Exclusion**

---

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i) riot civil commotion and (except in respect of loss or Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
- ii) Terrorism as defined in the Terrorism Exclusion

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon the Insured

## **11 Terrorism**

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Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused or occasioned by or happening through or in consequence of Terrorism or any action taken in controlling preventing suppressing any acts of Terrorism or in any way relating thereto

For the purpose of this Exception 'Terrorism' shall mean the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

## General Conditions of the Policy

### **1 Policy Terms**

---

It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy

### **2 Reasonable Precautions**

---

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

### **3 Alteration of Risk**

---

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk

- a) by removal
- b) by change of occupation or use of the Property Insured
- c) whereby the risk of loss or damage of accident or liability is increased
- d) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the Insured's interest ceases except by will or operation of law

unless such alteration is admitted by the Company in writing

### **4 Claims – Insured's Duties**

---

On the happening of any event which may give rise to a claim the Insured shall

- a) **General – applicable to all Sections**

- i) notify the Company immediately
- ii) take all practicable steps to recover property lost and otherwise minimise the claim
- iii) inform the Police immediately if the loss or damage caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- iv) give all information and assistance the Company may require
- v) not make or allow to be made on their behalf any admission offer promise payment of indemnity without the written consent of the Company

- b) **Applicable to Sections 1, 2, 3, 5, 6 and 8**

within 30 days or such further time as the Company may allow in writing allow deliver to the Company a written claim providing at their own expense all details proofs and information regarding the cause and amount of loss or damage as the Company may reasonably require together with details of any other insurances on any property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and or any related matters

- c) **Applicable to Sections 4 (a) and 4 (b)**

within 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow at their own expense deliver the Company a statement setting out particulars of the claim together with details of all other insurance covering any part of the damage or resulting loss of Gross Profit

The Insured shall at their own expense also provide the Company with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company immediately

**d) Applicable to Section 6**

- i) Immediately forward to the Company every letter claim writ summons and process immediately upon receipt without acknowledgement
- ii) Advise the Company in writing immediately they have knowledge of any pending prosecution inquest Fatal Accident or Ministry Inquiry

**e) Applicable to Section 9**

Please refer to page 43 of this Policy booklet

**5 Fraud**

If you or anyone acting for you:

- 1 knowingly make a fraudulent or exaggerated claim under your policy;
- 2 knowingly make a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a) refuse to pay the claim;
- b) declare the Policy void, treating it as if it had never existed without any refund of premium; and
- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims

We may also inform the police of the circumstances

**6 Contribution**

If at the time of any loss damage or liability arising under this Policy there shall be any other insurance covering such loss

damage or liability or any part thereof the Company shall not be liable for more than its proportional share thereof

**7 The Company's Rights**

The Company shall be entitled

- a) on the happening of any loss or damage to enter any building where such loss or damage has happened and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner and this Policy shall be proof of leave and license for such purpose but the property may not be abandoned to the Company
- b) at its option to either
  - i) repair or replace the property or any part of the property for which it may be liable under this Policy
  - or
  - ii) make payment in money to the Insured in lieu of such repair or replacement

Reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this Policy

- c) to undertake in the name and on behalf of the Insured the absolute conduct and settlement of any proceedings and to take proceedings at its own expense for its own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy

**8 Arbitration**

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

## **9 Cancellation**

---

### **Statutory Cancellation Rights**

You may cancel this Policy during the 14 days from receipt of the policy documents (new business) or the renewal date by giving notice in writing during this period to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule

There is no refund of premium in the event of a total loss claim However in all other cases We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You

In the event of a total loss if You are paying by instalments You will either have to continue with the instalment payments until the policy renewal date or We may at Our discretion deduct the outstanding instalments due from any claim payment made

### **Cancellation Outside The Statutory Period Your Rights**

You may cancel this Policy at any time by providing prior written notice to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule

Provided that there have been

- no claims made under the Policy for which We have made a payment
- no claim made under the Policy which is still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

## **Our Rights**

We may at any time give 21 days notice of cancellation by recorded delivery to Your last known address Any premium refund will be calculated in accordance with the above

In the event of non payment of the Premium this Policy will be regarded as being cancelled from the date when payment was due or the default date where premium is paid by instalments

## **10 Policy Administration Fees Condition**

---

We may charge You an administration fee if We

- a) make any changes to the Policy on Your behalf
- b) agree to cancel the Policy, or
- c) are requested to print and re-send the Policy documents to You

We will not make a charge without informing You

## **11 Instalments**

---

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy will be cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount



Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the Budget Plan agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

## **12 Misrepresentation and Misdescription**

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The Policy shall be voidable in any event of misrepresentation misdescription or non-disclosure in any material particular

## **13 Contracts (Rights of Third Parties) Act**

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The parties of this contract do not intend that any clause or terms of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract

## Making a Complaint

*AXA Insurance aims to provide the highest standard of service to every customer*

*If our service does not meet your expectations we want to hear about it so we can try to put things right*

*All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response*

### **How to make your complaint**

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. If your complaint relates to a claim on your policy, please contact the department dealing with your claim. If your complaint relates to anything else, please contact the agent or AXA office where your policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly

Alternatively you can write to us at

AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

Tel: 01204 815359

Email: [commercial.complaints@axa-insurance.co.uk](mailto:commercial.complaints@axa-insurance.co.uk)

When you make contact please tell us the following information:

- Name address and postcode, telephone number and e-mail address (if you have one)
- Your policy and/or claim number, and the type of policy you hold
- The name of your insurance agent/firm (if applicable)

- The reason for your complaint

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material

### **Beyond AXA**

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if we have given you our final decision

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action

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

Tel: 0800 023 4567\*  
Tel: 0300 123 9123\*\*  
Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

### **Our promise to you**

We will

- Acknowledge written complaints promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of progress of your complaint
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from complaints to continuously improve our service

Telephone calls may be monitored and recorded

### **Financial Services Compensation Scheme (FSCS)**

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

### **Legal and tax advice complaints**

If You have a complaint about the telephone legal or tax advice services You should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE

Tel: 0844 770 9000

If You are unhappy with the written response from Arc Legal Assistance Ltd, You may contact the Legal Ombudsman at:

PO Box 6806  
Wolverhampton  
WV1 9WJ

Tel: 0300 555 0333

Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales:

- a) within one year from the act/omission complained of
- b) within one year from when the client should reasonably have known there was cause for a complaint, without taking advice from a third party and;
- c) within six months of the client receiving a written reply from Arc Legal Assistance Ltd concerning the complaint

AXA is a world leader in wealth management and financial protection. We operate in over 50 countries and serve more than 50 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

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