



CRAFT COVER

Policy Wording

Craftcover Policy

Thank **you** for choosing Covéa Insurance.

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

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

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

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

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

Craftcover Policy

Introduction

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

Any word or expression given a specific meaning in:

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

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

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

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

IMPORTANT

This policy is a legal contract.

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

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

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

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



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

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Helplines

DAS Helplines

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

To help DAS check and improve service standards, all inbound and outbound calls (other than those to the Counselling Helpline) may be recorded.

Eurolaw Legal Advice Service

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

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

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

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

Tax Advice Service

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

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

Business Assistance

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

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

Counselling

This will provide all **your employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the 'phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

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

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not 'phone these numbers to report a general insurance claim.

Employment Manual

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

DAS Business Law

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

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

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

Glass Breakage Helpline

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

To contact Glassolutions phone them on 0333 003 3388.

Customer Service Information

Covea Insurance plc

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

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

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

DAS Law Limited

DAS Law Limited is a private company limited by shares incorporated in England and Wales under registered number 5417859. It provides legal advice services on behalf of DAS.

DAS Law Limited head and registered office address is North Quay, Temple Back, Bristol BS1 6FL. It is authorised and regulated by the Solicitors Regulation Authority under registered number 423113.

Craftcover.com

This policy is arranged for **you** by Craftcover.com, a trading division of Walmsleys Commercial Insurance Brokers Ltd.

Walmsleys Commercial Insurance Brokers Ltd is a private company limited by shares incorporated in England and Wales under registered number 04947118.

Its Registered Office is 17-21 Dicconson Street, Wigan, WN1 1RG. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 307247. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Accessibility

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

Law applicable to the contract

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

Promise of satisfaction and service

We are confident that **your** CraftCover policy will bring **you** complete satisfaction.

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

Please see the General Condition - Cancellation on page 15.

Confidentiality

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

Financial Services Compensation Scheme

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

Customer Service Information

Notification of a claim

If **you** have a claim, or are aware of an incident that could result in a claim, please contact CraftCover.com on 0345 463 3003 or Covea Insurance plc on 0330 134 8187.

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

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

We will:

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

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

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

Enquiries or complaints

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

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

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

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

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

or telephone **us** on 0330 134 8194
or email **us** at information@coveainsurance.co.uk

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

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

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

Exchange Tower
Harbour Exchange Square
London
E14 9SR;

telephone numbers

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

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

Website www.financial-ombudsman.org.uk

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

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

Customer Service Information

How we use your information

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

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

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

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

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

How We Share Your Information

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

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

Marketing

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

Fraud Prevention and Detection

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

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

Automated Decisions

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

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

How to Contact Us

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

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

Customer Service Information

Employers Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

Risk Management

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

Protect your business with ROBUST

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

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

Definitions

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

act of terrorism	<p>an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none">• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and• is committed for political, religious, ideological or other similar purposes
bodily injury	death, injury, illness, disease or shock
building, buildings	<p>the building or buildings stated in the schedule including</p> <ul style="list-style-type: none">• outbuildings• walls, gates and fences around the building and belonging to you• permanent fixtures and fittings including alarms systems• car parks, driveways, paths, steps and roadways• piping, ducting, cabling and control gear• fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines• sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines• air conditioning and central heating systems• foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations• underground services <p>on the premises or extending to the perimeter of the premises and for which you are legally responsible</p>
business	<p>the business as stated in the schedule including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the premises</p>
business hours	<p>the period during which the premises are occupied by you or your authorised employees for the purposes of the business</p>
computer equipment	<ol style="list-style-type: none">1. electronic, computer or other data processing and/or storage equipment2. projectors printers scanners and other peripheral computer devices used in conjunction with 1)3. software and programmes licensed to you and installed on 1) <p>but excluding portable computer equipment</p>
computer system	<p>a computer or other equipment or component or system or item which processes stores transmits or receives data</p>
consequential loss	<p>Loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business</p>
damage	loss, destruction or damage unless otherwise excluded
data	<p>data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever</p>

Definitions

denial of service attack

any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

employee

in connection with **your business** any

- person under a contract of service or apprenticeship to **you**
- labour master or labour only sub contractor or person supplied by them
- self employed person providing labour only
- trainee or person undergoing work experience, training, study or exchange scheme
- person hired to or borrowed by **you**
- voluntary workers

estimated gross profit

the amount declared by **you** to **us** as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months

Europe

the **United Kingdom**, the countries of the European Union, the Isle of Man and the Channel Islands

excess

the amount for which **you** will be responsible and which will be deducted from each and every claim

general cover

any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or business interruption in **Great Britain**

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

gross profit

the amount by which the sum of the **turnover** and the amount of the closing stock shall exceed the sum of the amount of the opening stock and the amount of the **specified working expenses**

hacking

unauthorised access to any **computer system**, whether **your** property or not

indemnity period

the period beginning with the date of **damage** and lasting for the period during which **your business** is affected as a result of the **damage**, but not longer than the **maximum indemnity period** shown in the **schedule**

intruder alarm installation

the component parts of the alarm including the means of communication used to transmit signals

loss of limb

total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb

loss of sight

total and irrecoverable loss of sight in one or both eyes

maximum indemnity period

the period stated in the **schedule** as the maximum indemnity period

money

current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the **business** and belonging to **you** or for which **you** are legally responsible

Definitions

non negotiable money	crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the business and belonging to you or for which you are legally responsible
notifiable human infectious or contagious disease	Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without our prior written consent.
nuclear installation	any installation of such class and description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for: a) the production or use of atomic energy, or b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel
nuclear reactor	any part (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons
operative sections	the sections which you have selected and for which cover is provided by this policy
outstanding debit balances	the individual amounts owed to you by your customers and shown as outstanding in your records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through your books during the period between the last record and the date of the damage
overnight	between the hours of 21.00 and 06.00
period of insurance	the period stated in the schedule as the period of insurance
permanent total disablement	permanent inability to engage in any gainful employment, other than such inability caused by loss of limb or loss of sight
personal effects	personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to your directors, partners, employees , customers and visitors
phishing	any access or attempted access to data made by means of misrepresentation or deception
photographic equipment	photographic and associated equipment including printers, telescopes, video cameras or camcorders, binoculars, sound recording equipment, televisions, projectors, unexposed films, props, portfolio, negatives or transparencies owned by you or for which you are legally responsible for the purposes of the business
pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed)
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health

Definitions

portable computer equipment

1. laptops palmtops and notebooks
 2. personal digital assistants (PDAs)
 3. projectors printers scanners and other peripheral devices which are designed to be carried and used in connection with other **portable computer equipment**
 4. removable satellite navigation systems
 5. digital cameras
- owned by **you** or for which **you** are legally responsible for the purposes of the **business**

premises

the **buildings** and the land inside the boundary of the risk address stated in the **schedule** occupied by **you** for the purpose of the **business**

products

any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **you** in connection with the **business** and no longer in **your** possession or control

property insured

buildings, computer systems, trade contents, stock and **specified stock** or any other property, as specified in the **schedule**

rate of gross profit

the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**

refrigeration unit

refrigerators, freezer units and chiller cabinets

schedule

this provides details of **you**, the **period of insurance**, the **operative sections** of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

specified stock

stock of wines, spirits, jewellery, watches, precious metals and stones and non-ferrous metals owned by **you** or for which **you** are legally responsible for the purposes of the **business**

specified working expenses

the following expenses of the **business** which are considered to vary directly with the **turnover** and are therefore not included in the insurance:

- 100% of purchases of materials (less discounts received)
- 100% of carriage, packing and freight (other than **your** own)
- 100% of bad debts

standard turnover

the **turnover** during that period in the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period**

stock

stock and materials in trade including

- raw materials
- work in progress
- finished goods
- goods in trust

temporary total disablement

temporary and absolute inability to engage in usual occupation

tenant's improvements

improvements, alterations and decorations which have been undertaken to the **buildings** either by **you** or a previous occupier, as tenant and for which **you** are legally responsible as occupier and not as owner

territorial limits

the **United Kingdom**, the Isle of Man and the Channel Islands

Definitions

trade contents	<p>the following property owned by you or for which you are legally responsible and used solely in connection with your business</p> <ul style="list-style-type: none">• stock• specified stock for an amount not exceeding 20% of the sum insured on trade contents or £2,500, whichever is the lesser• computer equipment• tenant's improvements• machinery, plant, trade and office furniture• fixtures, fittings, blinds and signs• all other contents including personal effects, curios and pictures <p>but excluding portable computer equipment, photographic equipment, motor vehicles, money and glass</p>
turnover	<p>the money paid or payable to you for products supplied and services rendered in the course of the business</p>
unattended vehicle	<p>any vehicle left without you, an employee of yours or a responsible adult authorised by you, in attendance</p>
United Kingdom	<p>Great Britain and Northern Ireland</p>
unoccupied	<p>empty, vacant or no longer used for a period of more than thirty consecutive days</p>
vehicle	<p>any road vehicle including trailers and containers</p>
virus or similar mechanism	<p>program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above</p>
we, us, our	<p>Covea Insurance plc unless otherwise stated</p>
working day of the driver	<p>the period in any day during which a vehicle is being used for purposes in connection with the business</p>
you, your, yours	<p>the person, persons or company named as the Insured in the schedule.</p>

General Conditions

Applicable to all sections

Cancellation

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

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

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

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

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

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

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

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

Valid reasons may include but are not limited to:

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

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

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

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

Change in risk

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

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

This policy shall be avoided if:

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

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

General Conditions

Applicable to all sections

Claims

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

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

Contracts (Rights of Third Parties) Act 1999

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

Death of the Insured

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

Excess clause

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

Fair Presentation of the Risk

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

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

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

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

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

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

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

General Conditions

Applicable to all sections

Fair Presentation of the Risk (continued)

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

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

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

Fraud

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

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

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

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

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

Fraudulent claims include but are not limited to:

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

Law applicable

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

Other insurance

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

Other interests (to be declared)

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

General Conditions

Applicable to all sections

Reasonable care

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

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

Reinstatement of sum insured

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

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

Rights

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

Security

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

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

Subjectivity

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

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

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

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

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

General Conditions

Applicable to all sections

Subjectivity (continued)

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

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

In the event that the matter cannot be resolved

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

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

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

Subrogation

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

Terms Not Relevant to a Loss

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

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

Underinsurance

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

General Exclusions

What you are not covered for:

1. Applicable to all Sections

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

Radioactive Contamination

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

War Risks

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

Sonic Bangs

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

Confiscation

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

Electronic Failure

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

2. Applicable to all Sections other than Liability

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

Act of Terrorism

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

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

Pollution or Contamination

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

Process of Heat

To property undergoing any process involving the application of heat

General Exclusions

What you are not covered for:

Theft by Principals

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

Vacant Premises

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

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

Unexplained Losses

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

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

3. Applicable to all Liability Sections

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

Sanctions

Products, services or benefits which are subject to sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

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

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

Pollution or Contamination

Any liability for

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

Asbestos

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

Public and Products Liability Section

What you are covered for

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

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

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

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

We will pay you in respect of

 - a) legal costs and expenses incurred with **our** prior written consent, and
 - b) prosecution costs awarded against **you** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

 - i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
 - ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
 - iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
 - iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment
- We will not be liable for**
- i) any fines or penalties or the cost of implementing any remedial order or publicity order
 - ii) an appeal against any fines penalties remedial order or publicity order
 - iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
 - iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
 - v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
 - vi) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
 - vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

Public and Products Liability Section

What you are covered for

5. Cross liabilities

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

6. General Data Protection Regulations

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

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

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

7. Defective Premises Act 1972

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

We will not be liable

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

8. Health and Safety at Work etc. Act 1974

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

We will not be liable for

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

9. Indemnity to other persons

We will pay at **your** request

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

Provided that

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

Public and Products Liability Section

What you are covered for

10. Libel and Slander

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

- a) **our** liability shall apply solely to **you** in house publications including websites and trade publications
- b) **our** liability shall not exceed £10,000 in any one **period of insurance**.

11. Overseas Personal Liability

We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**. This shall not apply in respect of

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

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

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

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

13. Consumer Protection and Food Safety Acts – Legal Defence Costs

We will pay **you** and at **your** request any director partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**.

We will not be liable for

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

Maximum amount payable

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

- a) the amount shown in the **schedule** or £5,000,000 whichever is the lesser, for any occurrence which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- b) the amount stated in the **schedule** as regards any other occurrence but the amount shall be the maximum amount payable in any one period of insurance in respect of liability arising out of **products**.

We will also pay

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

What you are not covered for

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

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

Public and Products Liability Section

What you are not covered for

3. loss or destruction of or damage to
 - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premise**
 - iii) as insured under Cover 12 - Premises leased, hired, rented or in custody or control
4. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
5. liability arising from or caused by loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
6. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
7. loss or destruction of or damage to property which **you** or any of **your employees** are or have been working on
8. fines, penalties or liquidated, punitive or exemplary damages
9. legal liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) the making up, sale or supply of any drug or medical preparation normally obtainable on prescription from a medical practitioner
 - c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides.
 - d) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by **you**
10. **products** which with **your** knowledge are exported directly or indirectly to the United States of America or Canada
11. any **products** which with **your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
12. any **products** which with **your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
13. liability caused by or arising from **products** where the action is brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or are represented by a person or company holding **your** Power of Attorney
14. the **excess** shown in the **schedule** for accidental loss or accidental destruction of or accidental damage to material property

Special Conditions

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

Employers' Liability Section

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

What you are covered for:

- 1. We will pay all amounts which you will become legally liable to pay as damages in respect of accidental **bodily injury** caused during the **period of insurance** to any **employee** if such **bodily injury** arises out of and in the course of their employment by **you** in the **business****

 - a) within the **territorial limits** or
 - b) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**

- 2. Compensation for court attendance**

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

- 3. Corporate Manslaughter**

We will pay you in respect of

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

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

Provided that

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

We will not be liable for

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

- 4. Cross liabilities**

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

- 5. Health and Safety at Work etc. Act 1974**

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

We will not be liable for

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

Employers' Liability Section

What you are covered for:

6. Indemnity to other persons

We will pay at **your** request

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

Provided that

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

7. Unsatisfied Court Judgements

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

Provided that

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

Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
 - b) all legal costs recoverable from **you** by any claimant
 - c) any other costs and expenses of litigation incurred with **our** written consent
 - d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
 - e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy arising out of and in the course of employment in the **business** will not exceed
 - i) £5,000,000 for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
 - ii) the amount stated in the **schedule** as regards any other **bodily injury**
- in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for:

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

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

Employers' Liability Section

Special Conditions

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

Property All Risks Section

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

What you are covered for:

We will pay for **damage** to

1. **trade contents** occurring
 - a) at the **premises**, or
 - b) at **your** home or at the home of any authorised **employee**, or
 - c) whilst temporarily removed from the above and within the premises of any trade fair, show or exhibition within **Europe** at which **you** are participating as an exhibitor, including whilst in transit thereto and therefrom.
2. **portable computer equipment** and **photographic equipment** occurring
 - a) at the **premises**, or
 - b) at **your** home or at the home of any authorised **employee**, or
 - c) whilst temporarily removed from the above anywhere in the world including whilst in transit thereto and therefrom
3. **stock** and **specified stock** whilst in the course of transit
 - a) in or on any **vehicle** owned or operated by **you**
 - b) by rail
 - c) by post or courierto a destination within the **territorial limits** including whilst loading and unloading.
Our liability will not exceed the amount stated in the **schedule**.

We will pay

- a) the costs and expenses necessarily and reasonably incurred in
 - i) the removal of debris following **damage** to the property insured by this section
 - ii) the transfer of the property insured to another **vehicle** and its delivery to the original destination or place of collection following fire or an accident involving the **vehicle**whilst the property insured is being carried in or on any **vehicle** owned or operated by **you**.
Our liability will not exceed £500 in any one **period of insurance**.
- b) We will pay for **damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **you** or for which **you** are legally responsible, whilst being carried in or on any **vehicle** owned or operated by **you**.
Our liability will not exceed £500 in any one **period of insurance**.

Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured against each item in the **schedule**.

Basis of claims settlement

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

- a) **stock** and **specified stock** - the cost price of replacing the goods at the time of the **damage**
- b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **you** of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **we** will not pay for the value to **you** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) **personal effects** not otherwise insured - the cost of repair or replacement at the time of the **damage**, subject to a maximum of £500
- f) all other property including **computer equipment**, **portable computer equipment** and **photographic equipment** - the cost of repairing or reinstating the property equal to its condition when new provided that
 - i) this is carried out without delay and in the most economical manner
 - ii) when property is partially lost, destroyed or damaged **our** liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
 - iii) until reinstatement has been completed no payment shall be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation
 - iv) where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then the Basis of claims settlement is restated to read as follows – Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limits of liability **we** will pay the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear and tear.

Property All Risks Section

Additional clauses

1. Architects' and surveyors' fees

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

2. Contract Price

In respect of goods sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage** then **our** liability shall be based on the contract price. For the purpose of the General Condition headed 'Underinsurance' the sum insured shall be calculated on the same basis.

3. Designation

For the purpose of determining where necessary the item against which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.

4. Interested parties

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

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

5. Non-invalidation

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

6. Subrogation waiver

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

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

7. Unoccupied buildings

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

8. Workmen

Workmen are allowed to work in or on the **buildings** for the purposes of effecting any repairs, additions, alterations or decorations without prejudice to this insurance.

9. Debris removal costs

- a) The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in
 - i) removing debris
 - ii) dismantling or demolishing
 - iii) shoring up or proppingof the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of **stock** or **specified stock**
- b) Where **stock** or **specified stock** is insured the insurance by this section includes costs and expenses necessarily incurred by **you** with **our** consent in removing debris of the portion or portions of such insured property which has suffered **damage** but our liability in respect of **damage** to **stock** or **specified stock** shall not be increased above the respective sum insured by the operation of this extension.

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

- i) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
- ii) arising from **pollution or contamination** of property not insured by this section.

Property All Risks Section

What you are not covered for

1. water, air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops, bullion, furs, fine art, curiosities, relics, money, tobacco, cigars, cigarettes, explosives and contraband
3. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
4. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
5. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
6. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
7. **property insured** at any **premises** that are unoccupied unless agreed by **us**
8. **damage** to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
9. **damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
10. explosion
 - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
 - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
11. **damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
12. **damage** by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
13. **damage** caused by subsidence, ground heave or landslide
14. **damage** caused by or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - c) faulty or defective workmanship, operational error or omission on the part of you or any of your employees
 - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
 - e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - g) use of any article contrary to manufacturers' instructions
 - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
 - i) change in temperature, colour, flavour, texture or finish
15. **damage** by theft or attempted theft
 - a) of **specified stock, portable computer equipment** or **photographic equipment** from any **unattended vehicle**
 - b) from any **unattended vehicle** unless all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
 - c) from any **unattended vehicle overnight** or after the completion of any **working day of the driver** unless
 - i) all windows and other openings have been closed and
 - ii) the **vehicle** is locked and garaged in a secure building
 - d) from a **building at the premises** unless such theft or attempted theft involves forcible and violent entry to or exit from the **building**
 - e) other than from the **premises** or any **vehicle** unless
 - i) involving assault or violence or threat thereof to **you** or any of **your employees** or
 - ii) the **property insured** is kept within a building the parts of which temporarily occupied by **you** have all security devices put into full and effective operation and theft or attempted theft involves forcible and violent entry to or exit from such parts
16. **damage** to **property insured** in transit
 - a) due to leakage, spillage, contamination or deterioration unless caused by fire, theft or an accident involving the **vehicle**
 - b) resulting from faulty packing or labeling
 - c) property conveyed in any soft or open topped or soft or open sided **vehicle** caused by
 - i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **vehicle**
 - ii) storm or malicious damage
17. losses not directly associated with the incident that caused **you** to claim
18. the relevant **excess** stated in the **schedule**.

Property All Risks Section

Special Condition

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

- a) **you** shall take all reasonable measures to ensure that any **vehicles** owned or operated by **you** are roadworthy and loaded in a safe and appropriate manner and that all locking and other protective devices are maintained in good working order.
- b) all keys to any unattended vehicle owned or operated by **you** shall be removed from such **vehicle** to a place of safety whenever the **vehicle** is left loaded.

Money Section

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

What you are covered for:

1. **We** will pay for physical loss of **money** as described below occurring within **Europe** and subject to the limits stated in the **schedule**:
 - a) loss of **non-negotiable money**
 - b) loss of **money** other than **non-negotiable money**:
 - i) in **you** personal custody or in the personal custody of any **employee** authorised by **you** or in bank night safe
 - ii) on the **premises** during **business hours**
 - iii) on the **premises** out of **business hours** contained in locked safe(s)
 - iv) on the **premises** out of **business hours** not contained in locked safe(s)
 - v) in **you** home or in the home of any authorised **employee**.
2. **Safes**

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

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

Our liability will not exceed £1,000 in any one **period of insurance**.
3. **Credit Cards**

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

Our liability will not exceed £1,000 in any one **period of insurance**.

Maximum Amount Payable

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

What you are not covered for:

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

Money Section

Special Condition

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

- a) a true and complete account shall be kept of all **money** in transit and on the **premises** and such record shall be deposited in a secure place other than in any safe containing the **money**
- b) during **business hours** any safe shall be kept locked other than when **money** or other property is being placed in or removed from the safe and the keys kept in the **your** personal custody or in the personal custody of any authorised **employee**
- c) outside **business hours** any safe shall be kept locked and its keys removed from the **premises**
- d) whenever **money** in transit exceeds £2,500 at any one time
 - i) it will be accompanied by not less than two responsible adult **employees**
 - ii) not more than £2,500 will be carried by any one **employee**.

Special extension - Personal Assault

What you are covered for:

1. **We** will pay as compensation to **you** or **your** legal personal representative the relevant amount below if in the course of the **business** an **employee** aged between 16 and 65 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.

Result	Maximum compensation payable
1 death	£10,000
2 loss of limb	£10,000
3 loss of sight	£10,000
4 permanent total disablement	£10,000
5 temporary total disablement	£100 per week

2. **Personal effects**

We will pay for **damage** to personal effects of an **employee** aged between 16 and 65 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding £250 in respect of any one **employee**.

What you are not covered for:

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

Special Conditions

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

Business Interruption Section

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

What you are covered for:

1. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.
2. **Prevention of Access**
Interruption of or interference with the **business** in consequence of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** but excluding damage to property of any public utility from which **you** obtain supplies or services.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
3. **Public Utilities**
Interruption of or interference with the **business** in consequence of **damage** to property at any
 - a) generating station or sub-station of the public electricity supplier
 - b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
 - c) land based premises of the public telecommunications supplier or internet service provider
 - d) waterworks or pumping station of the public water supplierwithin the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
4. **Deeds & Documents**
Interruption of or interference with the **business** in consequence of **damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **premises** to elsewhere within the **territorial limits**.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
5. **Compulsory Closure**
Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from
 - a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
 - b) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
 - c) the occurrence at the **premises** of murder, manslaughter, suicide or rape
 - d) defective sanitation or the presence of vermin or pests.For the purpose of this cover the **maximum indemnity period** is restated as 3 months.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
6. **Unspecified Suppliers**
Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct suppliers, manufacturers or processors of components, goods or materials anywhere within the **territorial limits**.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
7. **Unspecified Customers**
Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct customers anywhere within the **territorial limits**.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
8. **Property in Transit**
Interruption of or interference with the **business** in consequence of **damage** to **property insured** whilst in transit by road, rail or inland waterway within the **territorial limits**.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
9. **Exhibition Sites**
Interruption of or interference with the **business** in consequence of **damage** at any trade fair or exhibition location not shown in the **schedule** at which **you** are to occupy a stand anywhere within **Europe**.
Our liability will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.
10. **Book Debts**
Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within the **premises**.
We will pay for any net **outstanding debit balances** which **you** are unable to recover from customers as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**.
Our liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed £25,000 or 20% of the sum insured for each item shown in the schedule, whichever is the lower.

Business Interruption Section

Special Condition

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

Maximum amount payable

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

1. 133.3% of the sum insured for each item in respect of **estimated gross profit** as shown in the **schedule**
2. the limit of liability stated in this section against any other cover.

Basis of claims settlement

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

Gross profit - loss thereof due to

- a) reduction in **turnover** being the amount produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall fall short of the **standard turnover** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**.

Additional clauses

1. Alternative trading

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

2. Professional accountants

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

3. Separate departments

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

4. Trends and Variations

Adjustments shall be made to the figures representing the **rate of gross profit** and the **standard turnover** that may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** and which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as reasonably practicable results which but for the **damage** would have been obtained during the relative period after the **damage**.

What you are not covered for:

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

Terrorism Section

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

Definitions

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

act of terrorism

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

Terrorism - Property Damage

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

Terrorism – Business Interruption

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

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

Terrorism – Book Debts

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

What you are covered for

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

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

What you are not covered for:

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

Terrorism Section

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

What you are not covered for (continued):

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

and

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

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

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

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

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

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

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

Special Conditions

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



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