

York Close Estate Management Co Ltd
York Close Estate Management 11 Hanover Court
York Close
Horsham
West Sussex
RH13 5PG

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22nd July 2025

Dear Policyholder,

Your Commercial Select insurance is about to be renewed

Policyholder	York Close Estate Management Co Ltd		
Policy number	080X8972748/N03	Renewal date	1st August 2025

Thank you for insuring with NFU Mutual. Your policy will automatically renew on 1st August 2025 unless you tell us before the renewal date that you do not want to renew. You can do this in writing or by calling us. Our contact details are shown on the top of this letter.

Your new premium is **£19,697.13**, including your Mutual Bonus saving of £1,023.57. That's about **£1,641.44** a month. Please see your payment documents for the exact monthly amounts.

Commercial Legal Expenses

You have unlimited access to legal and tax helplines to support you with everyday legal issues affecting your business. Call our advisory service ARAG on **0117 934 0571**.

Documents we'd like you to check

Please read the enclosed documents thoroughly and make sure the cover still meets your needs. For your insurance to remain valid you must tell us about any changes in your circumstances. You'll find guidance under Changes to tell us about. If you're not sure whether your change is relevant, please tell us anyway.

Keep your cover up to date

You need to insure each item under this policy for the correct value. If the insured value of any item is too low, you may not receive the full amount of any claim you make, meaning you may bear part of the loss. You should review your insured values regularly so that your insurance accurately reflects the value of the items you are insuring throughout the term of the policy, not just upon renewal.

Any questions?

If you have any questions, please call us on **01273 492239** and we'll be happy to help you.

Yours faithfully

C A Modi & M S Baker

If you'd like this document in large print, braille or audio, just contact us.

If you're hard of hearing or deaf, or you have difficulty with your speech, you can contact us by using the Relay UK app on your smartphone or tablet, or by dialling **18001** before our number on your textphone.

We're committed to supporting our customers, whatever your circumstances or needs we're here to help.

Please read before your insurance renewal date

Your insurance documents

There are important documents in this pack that you should read. Please check these documents carefully and tell us, before your renewal date, if any of this information has changed.

- **Statement of insurance** - this shows the information you've given us.
- **Insurance schedule** - this shows the cover we're offering you.

Your pack may also include:

- **Changes to your insurance** - we include this when there are changes to the cover we give under our Commercial Select insurance that may affect your decision to renew. If we make a change that's specific to your policy we will tell you in a letter.
- **Policy booklet** - this gives details of your cover. Please read your most recent Policy booklet with any Changes to your Insurance documents we've sent. We will send you a new Policy booklet if we make significant changes.
- **Demands & Needs** - this summarises the insurance needs that are met by this policy

You may also like to view:

- **Commercial Product Brochure** - for a summary of what your product covers and an explanation of some of the key things that are covered and, just as importantly, key things that aren't, as well as other covers available that you may wish to consider. It's not a comprehensive list but highlights what our customers find most useful.

If you would like to view our product brochures then:

- Go to the NFU Mutual website, navigate to the Business tab, select Business Insurance, scroll down and you'll find links there.
- For Farming Brochures, navigate to the Farming tab, select Farming Insurance, scroll down and select the policy you're interested in, scroll down and you'll find links on the right hand side of the screen.

If you prefer, you can contact your agent who can give you a copy and advise you on how we can help to manage the challenges facing your business.

If the worst happens

If you need to make a claim, please contact us on **01273 492239**, or outside of office hours on **0800 282 652**. To report a potential claim under your Legal expenses cover, please call **0117 934 0571**.

Changes to tell us about

You need to tell us straight away about any changes that might affect your policy. We won't charge you any admin fees for changes but they might affect the premium or the insurance cover we offer when you renew. If you don't tell us about changes as soon as they happen, you might not be insured.

These are examples of changes we need to know about:

- Criminal convictions or ongoing criminal proceedings.
- County Court Judgments (CCJs), any form of bankruptcy or statutory insolvency proceedings or Director Disqualification orders.
- Change of business description or type of work and activities.
- Change of type of goods sold, manufactured or repaired, or the process to do this.
- Change of business to importing or exporting.
- Extension or refurbishment of your premises or purchase of additional premises, or intent to do so.
- Purchase of additional machinery or replacement of existing machinery.
- Accidents, thefts or losses related to the cover we are offering, unless claimed for on this policy.

These apply to you or anyone insured under this policy.

Your right to cancel

We do not charge administration fees for cancellations. You can cancel your insurance at any time by writing to us or calling us. You will find our contact details on the top of this letter. If you have not made a claim we will refund any amount you have paid for the cancelled period.

Your Insurance Demands & Needs

Based on our last review of your demands & needs you require cover for your business activities of:

Property Owner

These activities have an annual revenue of £71,335 and 1.0 employees (full time equivalent).

You have also told us the insurance needs important to you include:

- Reinstatement cover for your buildings
- Cover your Public Liability for injury to members of the public on your premises

Based on these details and information you have provided as part of the fact find (shown in your Statement of Insurance) and in any subsequent correspondence, our recommendation is the Commercial Select Insurance policy from NFU Mutual.

This policy meets your requirements as summarised below and as set out in your Statement of Insurance and Policy Schedule. Your Policy Schedule includes further details about what is insured, the extent of cover and key limits under each section.

- **Property** - to cover your buildings and contents against the perils you have chosen.
- **Money & Malicious Attack** - to cover loss of money belonging to your business and injury to you or your employees from a violent assault during a theft.
- **Employers' Liability** - to cover injury to your employees for which you are legally liable in the course of their employment. This cover is a legal requirement for all businesses that have employees who are not immediate family members. This includes friends or volunteers helping out on a temporary basis and labour only sub contractors. For limited companies it is a legal requirement unless the business consists of just one director with at least 50% shareholding and no one else who could be deemed to be carrying out the duties of an employee.
- **Public and Product Liability** - to cover your legal liability for injury to the public or damage to their property arising from your business activities or from products you sell, manufacture or supply.
- **Environmental Liability** - to cover your legal liability for injury or damage from pollution, biodiversity damage or environmental damage in connection with your business. This cover is excluded for certain businesses - please check your policy booklet for details.
- **Commercial Legal Expenses** - to cover your legal costs and expenses incurred in pursuing or defending incidents in connection with your business. This includes problems with employees, disputes with suppliers or tax enquiries. You need to contact the ARAG Legal Expenses helpline as soon as you are aware of a potential claim. Any costs or expenses incurred before written acceptance of the claim will be excluded. For civil claims (including appeals) to be proceeded with there must be a reasonable prospect of success (assessed as at least 51%).

Coronavirus, Pandemics & Epidemics

- Whilst recommending this policy, we would like to highlight that the policy contains a General Exclusion that excludes any losses, liability, damage or claims arising directly or indirectly from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation thereof, as defined in the General Exclusions section of your policy wording. This exclusion applies to all covers apart from: Employer's Liability, Public and Product Liability & Commercial Legal Expenses.
- More specific terms for pandemics or epidemics involving an infectious disease in humans or coronavirus may be applied to your Public & Product Liability cover. These will be shown on your Policy Schedule.

Our standard policy terms, conditions and exclusions also apply.

Changes to your Commercial Select Insurance

Policyholder	York Close Estate Management Co Ltd
Policy number	080X8972748/N03
Renewal date	1 August 2025

i Important Information

This document details the changes to the cover we give under our Commercial Select. If we have made a change that's specific to your policy we will tell you in a letter.

We've reviewed the cover provided by our policy and have made a number of changes to enhance protection and improve clarity. In some areas, additional restrictions or exclusions may apply. A summary of the changes that have been made is noted below.

Your policy wording booklet will include full details of all changes.

Please ensure you read this document carefully alongside your other policy documents to ensure you're familiar with all the changes, and that the cover provided continues to meet your insurance needs.

You can also speak to your Agent if you need any further details.

Please refer to your policy booklet for the full wording, including these changes. Alternatively, you can find the full policy wording on our website at nfumutual.co.uk.

Warranties and Special Conditions

Where we mention 'warranties' in any policy section, this has been replaced with 'special conditions'. We've also added titles to each special condition for clarity. Where special conditions are mentioned, they must be complied with by you. If you fail to comply with them and your failure causes or contributes to the loss suffered, then you will lose your right to policy cover and any payments for that claim.

General Definitions

New Definitions

We have added the following new general definitions that apply to the whole of your policy:

RENEWABLE ENERGY TECHNOLOGY

Any plant, machinery or associated equipment used to generate heating, cooling, light, electricity, or gas from renewable non-fossil fuel sources, including but not limited to Anaerobic Digesters, Battery Storage, Biomass Boilers, Photovoltaic and Solar Thermal Panels, Ground Source Heat Pumps, Water Source Heat Pumps, Hydro Electric Plants, Wind Turbines and Combined Heat and Power Systems.

RESIDENTIAL TENANTS

The owner, lessee or tenant including members of their family of any self-contained unit of residential accommodation forming the BUILDING or part of the BUILDING.

Amended Definitions

We have amended the following general definitions that apply to the whole of your policy:

- Buildings
- Computer Equipment
- Contents
- Trailer
- Unoccupied

General Exclusions

We've added a new Sanctions General Exclusion which will remove cover and mean that we shall not be liable to make any payment or provide any benefit under this policy where doing so would expose us to any trade sanction, prohibition or restriction imposed by any law or regulation of the European Union, United Kingdom, United Nations or United States of America.

General Conditions

We've added a new General Condition setting out your obligations to make a fair presentation of the risk and describing what will happen if you fail to do so. This is to reflect your obligations and our rights as defined under the Insurance Act 2015.

We have also amended the General Condition relating to Surveys, Risk Improvements and Additional Information and explain what will happen if you fail to comply with the terms of this condition.

Property

We've added a new special condition relating to the maintenance of renewable energy technology to state that we will not pay for any loss or damage arising from damage to the renewable energy technology unless you have a maintenance agreement in place.

Property Cover Extensions

We've updated or added the following cover extensions:

Cover Extension:	Changes:
Damage to Underground Services	Cover will now only apply where the damage has been caused by an Insured Peril
Exhibitions	We've added a new cover extension up to a maximum of £50,000 for damage to computer equipment, contents and stock whilst at any exhibition or trade show.
Loss of Metered Water	- Limit increased from £10,000 to £25,000 - We'll now pay where charges are imposed by the water authority following loss of metered water as a direct result of damage to any fixed water pipe, apparatus and/or tank at the premises. This removes the need for the pipe, apparatus and/or tank to be specifically insured by the Property section.
Property Temporarily Removed	We've updated the wording so this no longer applies for property at an exhibition and increased the limit to £100,000. We've now added a new Exhibitions cover extension for property at exhibitions.
Theft of Keys	Limit increased from £2,500 to £10,000

Public and Product Liability

Public Liability

- We've updated the special condition relating to the Use of Heat.

Public & Product Liability Cover Extensions

We've updated the following cover extensions:

Cover Extension:	Change:
Terrorism	• Limit increased to £5 million from £2.5 million

Commercial Legal Expenses

Following their recent acquisition of DAS, ARAG will now be providing the legal expenses insurance cover under your policy.

Endorsements

We've updated the following Endorsements which are shown on your Schedule of Insurance, where the full updated Endorsement wording can be found.

We have changed various Endorsements from Warranties to Special Conditions.

If you fail to comply with these Endorsements, and your failure causes or contributes to the loss suffered, then you will lose your right to policy cover and any payments for that claim.

Policy Booklet section:	Endorsement:	Change:
Property	Property Owners' Extension	• Changed from warranty to special condition. • We have removed reference to EU legislation given that is now enshrined in UK law following The European Union (Withdrawal) Act 2018.

Commercial Select Statement of Insurance

Policyholder	York Close Estate Management Co Ltd
Policy number	080X8972748/N03
Date of issue	22 July 2025
Period of insurance	1 August 2025 to noon 1 August 2026

① Important Information

Your insurance cover is based on the information you have given us, as shown in this Statement of Insurance and your Insurance Schedule. Please check that this information is correct, as failure to disclose accurate information could invalidate your insurance or result in a claim not being paid.

If any information is incorrect please contact us on 01273 492239 within the next seven days.

Any changes to information supplied may result in a revised premium, revised terms being offered or even in some circumstances a refusal to offer cover. If any changes disclosed are acceptable to us you will be sent a new Commercial Select Statement of Insurance and Insurance Schedule.

This statement of insurance, your insurance schedule, any certificates of compulsory insurance and policy booklet are to be read together as one contract.

Your Premium		Premium Breakdown
Insurance Premium		£18,610.29
Mutual Bonus		-£1,023.57
Insurance Premium Tax (at the current rate)		£2,110.41
Payment in full		£19,697.13 or
Payment by instalments	Direct Debit charge 0%	£0.00
	Total Payable	£19,697.13
Typical APR 0% (variable)		

Please see your payment documents for the exact monthly amounts.

About your business

Business description	Property Owner
Agreement to financial risk assessment	Yes
Loyalty Agreement	None

About those people authorised to transact business on your behalf

We take the security of your data and our obligations to comply with data protection very seriously. We will not discuss or accept instructions on this policy from anyone other than the policyholder unless you have given us authorisation to do so.

An authorised person can discuss, make changes, cancel, renew and make a payment on this policy. We will treat any information and instruction from an authorised person as if it had come from yourself. Any person dealing with this policy on your behalf will still need to be able to answer security questions.

You have authorised the following to be able to deal with this policy on your behalf:

Name	Jacqueline Fisher
Date of birth	23 March 1960
Name	Sara Page
Date of birth	16 October 1975

About the business and people connected with the business or insured under this policy

You have told us the following about the business, everyone directly connected with the ownership or management of the business and everyone insured under this policy:

- No-one has ever had any insurance refused, cancelled, declared void (as though it never existed), renewal declined or special terms or conditions imposed by an insurer.

About the business and people connected with the business or insured under this policy

- No-one has ever been subject to any Insolvency proceedings (whether discharged or not) e.g. Bankruptcy, Individual Voluntary Arrangements (IVAs)/Trust Deeds or been subject to any other statutory proceedings e.g. Company Voluntary Arrangements (CVAs).
- No-one has had any court judgments (e.g. CCJs) in the past five years.
- No-one has ever been a director of a company which went into liquidation, was put into administration / receivership or subject to arrangements with creditors under statute or, in the last five years, been subject to any court judgments (CCJs).
- No-one has ever been the subject of a disqualification order made by a court under the Company Directors Disqualification Act.
- No-one has ever been convicted of any non-motoring criminal offence* and no-one has any prosecutions pending.
- No-one has ever been prosecuted for breach of any statutory requirements relating to health and safety.
- Details of claims made, uninsured losses suffered and any claims made against you in the past five years:
01/12/2021 Blocked drain caused drain to overflow - Risk 3. Amount £1243
01/09/2022 Water leak caused water damage to flat - Risk 2. Amount £575
01/10/2022 Dry weather causing damage to garage block. Amount £1643

* You are not required to disclose convictions regarded as 'spent' under the Rehabilitation of Offenders Act 1974.

Additional information you provided for your Liability cover

EMPLOYERS' LIABILITY

Number of Employees	1
Employer Reference Number (ERN)	Exempt
Wages - Clerical	£3,600*

PUBLIC AND PRODUCT LIABILITY

Public & Product Liability - Property Owners'

Type of property	Number
Private dwelling house	61

ENVIRONMENTAL LIABILITY

Turnover	£80,048
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*This figure has increased since your previous period of insurance because it is index-linked

Additional information you provided for your Legal Expenses cover

Total wages including drawings	£3,600*
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*This figure has increased since your previous period of insurance because it is index-linked

Covers available (subject to NFU Mutual's acceptance criteria)

Property including Money & Malicious Attack, Business Interruption, Contractors All Risks, Terrorism, Livestock Herd, Livestock in Transit, Goods in Transit, Hauliers Goods in Transit, Engineering Inspection, Engineering Insurance, Deterioration of Stock, Employers' Liability, Public and Product Liability, Environmental Liability, Commercial Legal Expenses, Group Personal Accident, Business Travel

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Contact Number: 01273 492239

Commercial Select Insurance Schedule

Policyholder	York Close Estate Management Co Ltd
Policy number	080X8972748/N03
Date of issue	22 July 2025
Period of insurance	1 August 2025 to noon 1 August 2026

Important Information

All policies with the original inception dates on or after 1 January 1999 and renewals or reissues of those policies contain a Charitable Assignment condition.

This schedule, your statement of insurance, any certificates of compulsory insurance and policy booklet are to be read together as one contract.

All endorsements that apply to your policy are detailed at the end of this schedule.

Reason for issue: Renewal

Your Premium	Premium Breakdown
Insurance Premium	£18,610.29
Mutual Bonus	-£1,023.57
Insurance Premium Tax (at the current rate)	£2,110.41
Direct Debit Charge	£0.00
Total Premium	£19,697.13

Business description

Property Owner

Premises address

Windsor Court York Close, Horsham, RH13 5PH

Property at Windsor Court York Close

BUILDINGS

Main Building. 3 storey block of flats. BSST. Consisting of 26 residential flats.

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day One Reinstatement
Sum insured #	£7,291,599*
Declared value	£6,340,521*

Garages and dustbin storage at all insured locations.

Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day One Reinstatement
Sum insured #	£178,365*
Declared value	£155,100*

CONTENTS

Property at Windsor Court York Close**Landlords Contents and Common Parts at All Insured Premises**

Covered for the following perils

Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence

Basis of cover

Day One Reinstatement

Sum insured #

£5,750

Declared value

£5,000*

Location

All insured premises

ASBESTOS REMOVAL**£50,000**

This amount includes an allowance for inflation during the period of insurance.

* This figure has increased since your previous period of insurance because it is index-linked.

Excesses for Property at Windsor Court York Close

Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

Money and Malicious Attack**Money**

Unauthorised use of credit cards	£10,000
In transit or in a bank night safe	£5,000
In your premises during business hours	£5,000
In locked safe in your premises outside business hours	£5,000
In gaming, amusement or vending machines	£250
In other circumstances	£500
Monetary documents	£250,000

Malicious Attack

Death	£10,000
Loss of limbs, sight, speech or hearing	£10,000
Permanent total disability	£10,000
Temporary total disability	£100 per week for a maximum of 104 weeks
Temporary partial disability	£50 per week for a maximum of 104 weeks
Damage to personal effects	£500 per person but limited to £100 for personal money

Endorsements for Money , Malicious Attack and Property at Windsor Court York Close

Endorsement 1 - Property Owners - Property cover enhancements

Endorsement 2 - Professional Valuation

Endorsement 3 - Electrical Installation Inspection Condition

Premises address

Hanover Court York Close, Horsham, RH13 5PG

Property at Hanover Court York Close**BUILDINGS****Main Building. 3 storey block of flats. BSST. Consisting of 17 residential flats.**

Covered for the following perils

Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence

Basis of cover

Day One Reinstatement

Sum insured #

£4,781,675 *

Declared value

£4,157,979 *

Property at Hanover Court York Close	
ASBESTOS REMOVAL	£50,000

This amount includes an allowance for inflation during the period of insurance.

* This figure has increased since your previous period of insurance because it is index-linked.

Excesses for Property at Hanover Court York Close	
Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

Endorsements for Property at Hanover Court York Close	
Endorsement 1 - Property Owners - Property cover enhancements	
Endorsement 4 - Professional Valuation	
Endorsement 3 - Electrical Installation Inspection Condition	

Premises address	
Tudor House York Close, Horsham, RH13 5PF	

Property at Tudor House York Close	
BUILDINGS	
Main Building. 3 storey block of flats. BSST. Consisting of 12 residential flats.	
Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day One Reinstatement
Sum insured #	£4,284,130 *
Declared value	£3,725,331 *
ASBESTOS REMOVAL	£50,000

This amount includes an allowance for inflation during the period of insurance.

* This figure has increased since your previous period of insurance because it is index-linked.

Excesses for Property at Tudor House York Close	
Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

Endorsements for Property at Tudor House York Close	
Endorsement 1 - Property Owners - Property cover enhancements	
Endorsement 5 - Professional Valuation	
Endorsement 3 - Electrical Installation Inspection Condition	

Premises address	
Stuart House York Close, Horsham, RH13 5PQ	

Property at Stuart House York Close	
BUILDINGS	
Main Building. 3 storey block of flats. BSST. Consisting of 6 residential flats.	

Property at Stuart House York Close	
Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day One Reinstatement
Sum insured #	£1,835,764 *
Declared value	£1,596,317 *
ASBESTOS REMOVAL	£50,000

This amount includes an allowance for inflation during the period of insurance.

* This figure has increased since your previous period of insurance because it is index-linked.

Excesses for Property at Stuart House York Close	
Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

Endorsements for Property at Stuart House York Close	
Endorsement 1 - Property Owners - Property cover enhancements	
Endorsement 6 - Professional Valuation	
Endorsement 3 - Electrical Installation Inspection Condition	

Liability	
EMPLOYERS' LIABILITY	
Limit of indemnity	£10,000,000 any one incident
PUBLIC AND PRODUCT LIABILITY	
Public Liability limit of indemnity	£5,000,000 any one incident
Product Liability limit of indemnity	£5,000,000 in total for any one period of insurance
ENVIRONMENTAL LIABILITY	
Limit of indemnity	£1,000,000 in total for any one period of insurance
Retroactive date	1 August 2024

Liability Excesses	
PUBLIC AND PRODUCT LIABILITY	
Property damage	£250
ENVIRONMENTAL LIABILITY	
Environmental Liability	£500

Legal Expenses	
Commercial Legal Expenses	
Limit of indemnity	£250,000
Cover	
Employment Disputes and Compensation Awards	
Legal Defence	
Statutory Licence Appeal	
Contract Disputes	
Debt Recovery	
Property Protection	
Public Rights of Way	
Bodily Injury	
Tax Protection	

Legal Expenses

Excesses for Legal Expenses

Commercial Legal Expenses

Contract disputes above £5,000

£500

Special Conditions and Warranties

The special conditions and warranties in your policy booklet and those applied by endorsement are particularly important. They state standards you must meet and actions you must take. If you fail to keep to them, and this causes or contributes to an insured loss, you may lose your right to payments for that claim.

You should check the special conditions and warranties whenever you make a change to your property or to your business procedures.

Full details of each special condition or warranty can be found in your policy booklet.

PROPERTY

Security Protections - actions you must take to keep premises secure.

Waste - actions to take to manage and remove waste materials.

Fire Protections - actions to take to ensure equipment is in working order.

Unoccupied Properties - actions you must take if any property becomes unoccupied.

Maintenance of Renewable Energy Technology - actions you must take where renewable energy technology is owned by you or in your custody or control on any premises insured with us.

Deterioration of Stock - actions to complete regular statutory inspections and maintenance agreement required to inspect and maintain freezing and refrigeration equipment more than 5 years old at least once every 13 months.

MONEY & MALICIOUS ATTACK

Security & Record Keeping - actions to take to keep premises secure, keep records of money and monetary documents and secure money in transit.

PUBLIC AND PRODUCT LIABILITY

Underground Services - actions to take before any digging, drilling, boring, earth moving or excavation work to protect underground pipes, cables and other services.

Use of Heat - actions and precautions to take when using any type of equipment to do work applying heat.

Endorsements

Endorsement 1:

Property Owners - Property cover enhancements

The Cover Extensions for Property are enhanced in connection with your Property Owners business. Details appear at the end of the Insurance Schedule.

Endorsement 2:

Professional Valuation

The Special Condition for Underinsurance is deleted in respect of the BUILDINGS situated at Windsor court, York Close Horsham West Sussex, RH13 5PH for the period until 4/06/2029 following a valuation.

The valuation must be carried out by a RICS (Royal Institution of Chartered Surveyors) qualified surveyor and any report submitted to US.

If YOU undertake any alteration, addition or improvement to the BUILDINGS after the date of valuation, YOU must adjust the BUILDINGS DECLARED VALUE to reflect such change.

Endorsement 3:

Electrical Installation Inspection Condition

It is a condition precedent to liability that the electrical installation will be inspected and tested every 5 years by an electrical contractor, qualified to work on domestic installations and approved by a UKAS accredited body for inspection and testing in domestic premises. Any defects must be remedied in accordance with the Regulations of the Institution of Engineering and Technology.

If YOU do not comply with this condition, WE may not pay YOUR claim.

Endorsement 4:

Professional Valuation

The Special Condition for Underinsurance is deleted in respect of the BUILDINGS situated at Hanover Court, York Close, Horsham, West Sussex, RH13 5PG for the period until 4/06/2029 following a valuation.

The valuation must be carried out by a RICS (Royal Institution of Chartered Surveyors) qualified surveyor and any report submitted to US.

Endorsements

If YOU undertake any alteration, addition or improvement to the BUILDINGS after the date of valuation, YOU must adjust the BUILDINGS DECLARED VALUE to reflect such change.

Endorsement 5:

Professional Valuation

The Special Condition for Underinsurance is deleted in respect of the BUILDINGS situated at Tudor House, York Close, Horsham, West Sussex, RH13 5PF for the period until 4/06/2029 following a valuation.

The valuation must be carried out by a RICS (Royal Institution of Chartered Surveyors) qualified surveyor and any report submitted to US.

If YOU undertake any alteration, addition or improvement to the BUILDINGS after the date of valuation, YOU must adjust the BUILDINGS DECLARED VALUE to reflect such change.

Endorsement 6:

Professional Valuation

The Special Condition for Underinsurance is deleted in respect of the BUILDINGS situated at Stuart House, York Close, Horsham, West Sussex, RH13 5PQ for the period until 4/06/2029 following a valuation.

The valuation must be carried out by a RICS (Royal Institution of Chartered Surveyors) qualified surveyor and any report submitted to US.

If YOU undertake any alteration, addition or improvement to the BUILDINGS after the date of valuation, YOU must adjust the BUILDINGS DECLARED VALUE to reflect such change.

Property Owners - Property cover enhancements

INCREASED COVER LIMITS

The following Property Cover Extensions have higher limits than those shown in your policy booklet. The higher limits only apply in connection with your Property Owners business.

Alterations and Additions

The most WE will pay for any one loss is 15% of the total of the sum insured shown on YOUR schedule, subject to a maximum overall limit of £500,000 for any one loss and not 10% as stated in the Cover Extension in YOUR policy. This is in addition to the sum insured.

ADDITIONAL COVER EXTENSIONS

The following Property Cover Extensions are in addition to those shown in your policy booklet. These cover extensions only apply in connection with your Property Owners business.

Alternative Accommodation

WE will pay reasonable additional costs to provide alternative accommodation for the period that the residential portion of the BUILDINGS is uninhabitable, following DAMAGE insured by this section.

The most WE will pay for any one loss is 20% of the BUILDINGS sum insured or £1,000,000 whichever is the lesser. This is in addition to the sum insured.

Contractors' Interests

Where YOU are required to effect insurance on the PROPERTY Insured in joint names of YOU and the contractor under the terms of a contract condition then the interest of the contractor in the PROPERTY Insured as joint Policyholder is hereby noted and YOU must provide US with details of any single contract valued in excess of £50,000 prior to work commencing and pay an additional premium if required.

Contract Works

Where YOU have entered into a contract or agreement for the extension, alteration or refurbishment of any of the PREMISES, the insurance by each Item on BUILDINGS is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and WE will note the interest of the contractor and sub-contractor as specified in the contract where such interests are required provided that YOU:

1. give US prior notification of any contract with a contract price in excess of £50,000 including details of the:
 - a) nature of the works to be carried out;
 - b) contract conditions;
 - c) contract period;
 - d) contract price.
2. pay US the additional premium required in respect of each individual contract to which this clause applies.

We will not indemnify YOU:

1. where a more specific insurance policy is in force;
2. in respect of each separate contract for the first £500 in respect of Theft, Riot or Malicious Persons.

Property Owners - Property cover enhancements

For the purposes of this clause, contract works include temporary or permanent works completed or to be completed by or on behalf of YOU at the PREMISES.

This is in addition to the sum insured.

Debris Removal of Tenants' Contents

WE will pay the necessary and reasonable debris removal costs following DAMAGE arising from an INSURED PERIL to PROPERTY comprising tenants contents provided that they are not otherwise insured.

WE will not pay for costs incurred in removing debris other than from the PREMISES and the area immediately adjacent.

The most WE will pay for any one loss is £5,000. This is in addition to the sum insured.

Environmental Clause

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is necessarily and reasonably incurred following DAMAGE to improve energy efficiency of the BUILDINGS.

WE will not pay for:

1. The additional costs incurred solely to comply with the minimum requirements of any European Union legislation, Act of Parliament or bye-laws of any public authority;
2. Any additional costs for work YOU had already planned to be carried out prior to the DAMAGE;
3. Any additional costs for replacing undamaged PROPERTY;
4. Any BUILDINGS or portion of BUILDINGS which are UNOCCUPIED;
5. YOU electing not to rebuild or repair the BUILDINGS.

The most WE will pay for any one loss is:

1. An additional 5% of the amount WE have paid or agreed to pay in respect of the claim for DAMAGE to the BUILDINGS or;
2. £2,500;

whichever is the lower amount.

Loss of Metered Supplies – Electricity, Gas or Oil

If metered supplies are lost as a direct result of DAMAGE to any fixed electricity, gas or oil utility pipe, apparatus and/or tank insured by this section WE will pay the additional charges imposed on YOU by the utility provider for such loss.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

Occupation by Squatters

WE will pay for:

1. legal costs incurred in repossession with OUR prior consent; and
2. necessary and reasonable costs of comparable alternative accommodation if a BUILDING is occupied by squatters.

The most WE will pay in any one PERIOD OF INSURANCE is £2,500. This in addition to the sum insured.

Omissions

WE will pay for DAMAGE to BUILDINGS within the GEOGRAPHICAL LIMITS arising from an INSURED PERIL which have been inadvertently omitted from this insurance. YOU are required to tell US as soon as YOU become aware of the omission and increase YOUR insurance with US.

The most WE will pay is £500,000 for any one loss. This is in addition to the sum insured.

Removal of Nests

WE will pay for the nests of rats, mice, cockroaches, wasps and bees within the PREMISES to be removed.

The most WE will pay in any one PERIOD OF INSURANCE is £2,000. This is in addition to the sum insured.

Removal of Trees

WE will pay for trees or branches to be removed if WE consider they are a threat to human life or are likely to cause immediate DAMAGE to BUILDINGS or a HOUSE.

WE will not pay:

- 1 the first £250 of any loss; and/or
- 2 for routine maintenance including cutting down or cutting back.

The most WE will pay during the PERIOD OF INSURANCE is £2,500. This is in addition to the sum insured.

Subrogation Waiver

Property Owners - Property cover enhancements

WE agree to waive rights against any tenant, to which YOU may be entitled by subrogation, in respect of DAMAGE to any BUILDING occupied by them unless the DAMAGE arises from a fraudulent, criminal or malicious act of the tenant.

Temporary Storage Costs

WE will pay necessary and reasonable costs to temporarily store YOUR CONTENTS, following DAMAGE to YOUR BUILDINGS. The most WE will pay for any one loss is £5,000.

Waiver of Underinsurance

The Underinsurance Special Condition is deleted for BUILDINGS where YOU:

1. have obtained a valuation of the BUILDINGS that has been calculated as the cost of reinstating the BUILDINGS DECLARED VALUE from a Royal Institute of Chartered Surveyors professional or such other person agreed by US within five years prior to the date of the DAMAGE; and
2. have adjusted the DECLARED VALUE in line with the valuation; and
3. have made annual adjustments of the DECLARED VALUE based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or alternative index as may be agreed by US.

Information about our Insurance Services

Our statutory status

C A Modi & M S Baker is an appointed representative of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual), Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.

C A Modi & M S Baker acts for and on behalf of NFU Mutual as an insurance intermediary.

NFU Mutual is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Financial Services Register number 117664. You can access the Financial Services Register from the FCA website www.fca.gov.uk or by calling the FCA on 0800 111 6768.

About our general insurance services

We offer products from NFU Mutual. We can also source additional products from selected providers. If this is the case, we will tell you their name.

We provide both advised and non advised sales depending on the type of insurance being arranged.

Advised Sales

We will make a recommendation for you after we have assessed your demands and needs. The Demands & Needs statement in your policy documents will confirm our recommendation.

Non Advised Sales

We will identify your demands and needs and provide you with information on the product so that you can decide how to proceed. We will not make a recommendation to you and the Demands and Needs statement in your policy documents will confirm this.

For both advised and non advised sales, we will explain the options available to you and answer the questions you may have on the cover, benefits, exclusions and limitations of the policy.

About our life insurance services

If you require advice or information about life, pensions and investments products we can introduce you to NFU Mutual Select Investments Limited, a member of the NFU Mutual group of companies, so that an NFU Mutual Financial Adviser can carry out a financial planning review with you.

What will I have to pay for your services?

You will not be charged a fee for our general insurance services.

When we sell you a policy, NFU Mutual pays us a percentage commission from the total premium. If this sale contributes to us reaching specific sales targets and quality standards, NFU Mutual may also reward us with additional incentives, such as bonus payments.

You are entitled at any time to request information regarding any commission which we have received as a result of placing your insurance.

What do I do if I want to complain?

If you are unhappy with the service you receive, please tell us straight away as we would like the chance to put things right. You can do this by calling us on 01273 492239 or in writing. You can also use our website www.nfumutual.co.uk/complaints to find out more information or to make a complaint.

If you remain unhappy with the outcome you may be able to refer your complaint to the Financial Ombudsman Service. For more information visit www.financial-ombudsman.org.uk or call 0800 023 4567 (landline) or 0300 123 9123 (mobile).

Am I entitled to compensation?

NFU Mutual is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of policy you have and the circumstances of the claim. You can find out more at www.fscs.org.uk or by calling 0800 678 1100.



NFU Mutual

Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

This policy covers the holding company and only the named subsidiaries

Policy number 080X8972748/N03

1. Name of policyholder York Close Estate Management Co Ltd

2. Date of commencement of insurance 1 August 2025

3. Date of expiry of insurance Noon 1 August 2026

We hereby certify that subject to paragraph 2:-

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney (b)
2. (a) The minimum amount of cover provided by this policy is no less than £5million (c)

The National Farmers Union Mutual Insurance Society Limited (Authorised Insurer)

Head Office: Stratford upon Avon



Rachel Kelsall
Customer Services Director

Notes

- (a) Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3 (1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Certificate of Public and Product Liability Insurance

Policy number	080X8972748/N03
1. Name of policyholder	York Close Estate Management Co Ltd
2. Date of commencement of insurance	1 August 2025
3. Date of expiry of insurance	Noon 1 August 2026
4. Business(es)	Property Owner
5. Limit of indemnity	
Public Liability	£5,000,000 any one incident
Product Liability	£5,000,000 in total for any one period of insurance

This is to certify that the policyholder is insured under the above numbered policy, subject to the terms and conditions agreed with the Insurer.

Signed on behalf of

The National Farmers Union Mutual Insurance Society Limited (Authorised Insurer)

Head Office: Stratford upon Avon



Rachel Kelsall

Customer Services Director

This certificate does not form part of the policy / contract with NFU Mutual. It is a summary of the cover in force and full details are found in the policy.

Your policy document

Commercial Select Insurance

If you'd like this document in large print, braille or audio, just contact us.

How to Make a Claim

24-hour emergency helplines

For Insurances other than Legal Expenses

Normal business hours: please call YOUR insurance adviser whose telephone number is shown on YOUR schedule.

Any other time (or if YOUR insurance adviser is unavailable): please call OUR 24-hour commercial emergency helpline freephone number **0800 282652**

Whichever number YOU call please read the following information before contacting US:

- the relevant section(s) of the policy which cover the loss;
- the General Exclusions, General Conditions and Claims Conditions found at the front of the policy;
- YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- YOUR policy number;
- YOUR name and address;
- details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- YOUR contact number.

Commercial emergency helpline

YOU can use the helpline by calling the freephone number **0800 282652** if YOU have an emergency at YOUR PREMISES which:

- puts YOUR health, or that of YOUR EMPLOYEES, at risk;
- creates a risk of damage to YOUR PREMISES or PROPERTY;
- creates unacceptable working conditions.

OUR emergency service will:

- offer to arrange for a suitable contractor to carry out any necessary emergency repairs; and
- tell YOU the contractors call-out and hourly labour charges. YOU are responsible for paying these charges, but YOU can claim them back if the damage is covered by YOUR policy.

For Legal Expenses Insurance

Please refer to YOUR schedule to see if this is operative.

To make a claim under this section of the policy, please phone ARAG on **0117 934 0571** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

YOU will be asked about YOUR legal issue and if necessary YOU will be called back at an agreed time to give YOU legal advice. If YOUR issue cannot be dealt with as legal advice and needs to be dealt with as a potential claim under this section of the policy, YOU will be given a claim reference number. At this point ARAG will not be able to tell YOU whether the claim is covered but will pass the information YOU have provided to their claims handling teams and explain what to do next.

If YOU would prefer to report YOUR claim in writing, YOU can send it to the following address:

Claims Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW.

Alternatively, YOU can email YOUR claim to: new-claims@arag.co.uk. Please do not use these contact details to report a general insurance claim.

Glass Replacement Service

If this policy provides cover for the Accidental Breakage of Fixed Glass cover extension YOU can utilise a 24 hour service to ensure that any broken glass is replaced without delay.

For full details please refer to the Accidental Breakage of Fixed Glass cover extension of the policy.

Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. This is YOUR contract of insurance with US. If they do not meet YOUR needs, return them to US or to YOUR insurance adviser as soon as possible.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.



Rachel Kelsall

Customer Services Director

The National Farmers Union Mutual Insurance Society Ltd.

Note: The issue by US to YOU of a policy makes YOU a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at OUR registered office.

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Thank you for placing your Insurance with NFU Mutual

Cancellation Rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover provided.

Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling YOUR local agent, or the Service Centre which issued this policy, or in writing. YOU can also use OUR website nfumutual.co.uk/complaints to find out more information or to make a complaint.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service. For more information visit financial-ombudsman.org.uk or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at fscs.org.uk or by calling **0800 678 1100**.

Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

Regulatory Status

YOU can check OUR regulatory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website fca.org.uk or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664.

Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, and how WE may process the personal information of anyone named in YOUR policy or any beneficiary of YOUR policy, please view the privacy policy on OUR website - nfumutual.co.uk/legal-information/privacy-policy. Please share the privacy policy with any individuals named on YOUR policy.

Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details including information about YOU or anyone who may benefit from this policy with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR privacy policy includes information about what WE do with YOUR personal data or the personal data of anyone who may benefit from this policy for this purpose.

Your Obligations

This policy and schedule contain terms including warranties and special conditions. It is important that YOU read and understand these in full. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss it may invalidate YOUR cover and affect YOUR right to claim.

Below WE provide a summary of YOUR most important obligations contained in this policy which will apply if YOU have the cover in force as stated in YOUR schedule. Please read YOUR policy for full details of YOUR obligations.

General Conditions (applicable to all covers of the policy)

Alteration In Risk - Advising US of any alteration in risk

Duplicate Records - Backing up YOUR records

Fair Presentation of the Risk – Advising US of all material information about the risk

Payment of Premium - Paying YOUR premium

Reasonable Precautions - Taking reasonable precautions to avoid loss or damage

Surveys, Risk Improvements & Additional Information - Allowing US to conduct surveys and implementing requirements

Property

Computer Equipment Breakdown - Arranging for the maintenance of computer equipment

Exclusions - Securing unattended vehicles and trailers

Special Conditions, Unoccupied Premises - Taking appropriate measures in relation to unoccupied premises

Special Conditions, Underinsurance - Accurately declaring the value of property insured

Special Conditions - Keeping premises secure; appropriately storing and removing trade waste; appropriately storing stock in basements and cellars; maintaining fire extinguishing appliances; maintaining and using fire protection systems, maintenance of renewable energy technology

Money & Malicious Attack

Credit Cards - Keeping cards secure and complying with the terms of the card company

Special Conditions - Keeping premises secure; keeping records of money and monetary documents; securing money in transit

Engineering Inspection

Special Conditions - Assisting US to undertake inspections

Engineering Insurance

Special Conditions - Inspecting, servicing and maintaining plant

Deterioration of Stock

Special Conditions, Underinsurance - Accurately declaring the value of property insured

Exclusions - Taking due care of stock

Special Conditions - Inspecting and maintaining refrigeration equipment

Livestock Herd

Special Conditions, Underinsurance - Accurately declaring the value of livestock insured

Livestock In Transit

Subcontractors - Obtaining confirmation of insurance from subcontractors

Special Conditions, Underinsurance - Accurately declaring the value of livestock insured

Special Conditions, Animal Welfare - Transporting livestock in accordance with the European regulations in the United Kingdom, the Channel Islands, the Isle of Man or the European Union

Business Interruption (Gross Profit - Declaration Linked)

Declaration and Premium Adjustment - Declaring estimated gross profit

Special Conditions - Complying with the Special Conditions in the Property Cover

Business Interruption (Income - Declaration Linked)

Declaration and Premium Adjustment - Declaring estimated income

Special Conditions - Complying with the Special Conditions in the Property Cover

Business Interruption Additional Cost of Working

Special Conditions - Complying with the Special Conditions in the Property Cover

Contractors' All Risks

Exclusions - Keeping tools secure

Goods In Transit

Containers - Safe loading, unloading and conveyance of containers

Deterioration - Monitoring temperature of property in transit

Special Conditions, Underinsurance - Accurately declaring the vehicle load limit

Special Conditions, Vehicle Security - Securing transport vehicles

Hauliers Goods In Transit

Containers - Safe loading, unloading and conveyance of containers

Subcontractors - Obtaining confirmation of insurance from subcontractors

Deterioration - Monitoring temperature of property in transit

Special Conditions, Underinsurance - Accurately declaring the vehicle load limit

Special Conditions, Vehicle Security - Securing transport vehicles

Public and Product Liability

Cloakroom Liability - Display of notices in cloakrooms

Special Conditions, Underground Services - Identifying and protecting underground services

Special Conditions, Use of Heat - Taking care of work involving use of heat

Contractors' Public and Product Liability

Cloakroom Liability - Display of notices in cloakrooms

Special Conditions, Underground Services - Identifying and protecting underground service

Special Conditions, Use of Heat - Taking care of work involving use of heat

Property Owners' Liability

Cloakroom Liability - Display of notices in cloakrooms

Special Conditions, Use of Heat - Taking care of work involving the use of heat

Environmental Liability

Primary Remediation Costs - Not incurring any remediation costs without written consent

Commercial Legal Expenses

Tax Protection - Take reasonable care to complete and return tax returns accurately and on time

Special Conditions - Take reasonable steps to avoid a claim

General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply. Where a section of the policy contains definitions, they must be read in conjunction with the following general definitions.

Words which appear in lower case will have their natural and ordinary meaning.

ACCIDENT

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

BASIS OF COVER

Day One Reinstatement, Reinstatement, Indemnity, Modern Materials or First Loss as shown on YOUR schedule.

BUILDINGS

Unless stated otherwise on YOUR schedule the buildings of the PREMISES which YOU own or for which YOU are responsible and which are:

- 1 built of brick, stone, concrete or metal;
- 2 roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
- 3 with a maximum 10% construction of combustible materials.

The definition of BUILDINGS includes:

- 1 cables, wires and associated control gear and accessories;
- 2 landlords' fixtures and fittings which YOU own or for which YOU are responsible;
- 3 outbuildings, extensions, annexes, gangways and conveniences which satisfy the requirements set out above;
- 4 barriers including walls, boundary walls, gates and fences around and belonging to YOUR buildings;
- 5 piping, ducting, inspection covers, external tanks, drains or private off-mains drainage systems and accessories for which YOU are legally responsible, which extend from YOUR buildings; and
- 6 yards, car parks, roads, forecourts and pavements around and belonging to YOUR buildings.

BUSINESS

The business described on YOUR schedule, including:

- 1 the provision and management of canteen, social, sports, educational and welfare organisations and first aid, fire, ambulance and security services for the benefit of EMPLOYEES;
- 2 maintenance and repair of YOUR PROPERTY and PREMISES; and
- 3 taking part in exhibitions and trade shows.

COMPUTER EQUIPMENT

Computer equipment used for electronic processing, communication and storage of electronically processed data including:

- 1 installed computer equipment comprising interconnecting wiring and fixed discs including but not restricted to telecommunications equipment, computerised telephone systems, printers, scanners and other associated equipment, point of sale equipment, electronic access equipment, air conditioning, heat, smoke and water detection equipment, lightning and voltage regulating equipment;
- 2 portable computer equipment which is carried by hand including but not restricted to laptops, tablets, portable hard drives and other external data storage devices, digital cameras, mobile phones, removable satellite navigation systems, digital audio and visual equipment;
- 3 connected devices.

Computer equipment does not include:

- 1 unmanned aerial vehicles (UAVs), drones or other aerial devices; or
- 2 anything which is an integral part of the control, monitoring or operation of process or production machinery.

CONTENTS

Trade fixtures and fittings, machinery and all other contents and equipment owned by YOU or for which YOU are responsible and which relates to YOUR BUSINESS, including:

- 1 tenants' improvements, alterations and decorations;
- 2 business books, documents, computer systems records and programmes, designs or plans but only for the cost of the materials, labour and computer time necessary to reproduce them;
- 3 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
- 4 personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £1,000 for any one person;
- 5 wines and spirits used solely for entertainment purposes; and
- 6 automated agricultural machinery. This includes self-propelled machines, tools, implements, robots or land-drones constructed or adapted for agriculture, horticulture or forestry, which are not constructed to carry passengers or haulage, and which are capable of automated or autonomous operation.

The following PROPERTY is excluded from the definition of CONTENTS:

- 1 landlords' fixtures and fittings;
- 2 STOCK;
- 3 COMPUTER EQUIPMENT;
- 4 gaming, amusement or external vending machines;
- 5 motor vehicles licensed for road use, including their accessories;
- 6 deeds, bonds, bills of exchange or MONEY or MONETARY DOCUMENTS;
- 7 explosives; and
- 8 living creatures, pets or livestock.

CORONAVIRUS

- 1 any coronavirus;
- 2 any disease caused by a coronavirus;
- 3 any mutation or variation of any coronavirus or of any disease caused by a coronavirus;
- 4 any threat, fear or anticipation of any coronavirus, any disease caused by a coronavirus, or any mutation or variation of any such coronavirus or disease.

DAMAGE

Accidental physical loss destruction or damage.

DECLARED VALUE

YOUR assessment of the cost of reinstating each ITEM OF PROPERTY at the start of the PERIOD OF INSURANCE, where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. The DECLARED VALUE should include an allowance for:

- 1 any additional cost of reinstatement to comply with the requirements of the public authorities including in the United Kingdom, the Channel Islands or the Isle of Man;
- 2 professional fees; and
- 3 debris removal costs.

EMPLOYEE

Any person working for YOU in connection with YOUR BUSINESS who is:

- 1 under a contract of service or apprenticeship with YOU;
- 2 a labour master, labour-only sub-contractor or a person supplied by either of them;
- 3 self-employed;
- 4 working under a recognised work experience or training scheme;
- 5 a voluntary helper;
- 6 borrowed by or hired to YOU; or
- 7 a director of the company.

EPIDEMIC

The occurrence of an infectious disease in humans in a locality, population or region, that is classified or declared as an epidemic by any national, regional or local government authority, public health authority or other competent authority.

EXCESS

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

ILLNESS

Any illness, disease, medical complaint or condition which is not an ACCIDENT contracted in Europe, Australia, Canada, New Zealand, the Republic of South Africa or the United States of America.

INJURY

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

INSURED PERIL

A peril which is listed on YOUR schedule as being insured.

ITEM OF PROPERTY

Any individual article or category of articles of PROPERTY to which an individual sum insured is attached in YOUR schedule.

MONEY

Cash, bank currency notes, uncrossed cheques and postal orders, luncheon vouchers, unused postage stamps, trading and National Insurance stamps not fixed to cards, National Savings stamps, unexpired units in franking machines and gift vouchers, lottery and other prize scratch cards, utility vouchers, top-up cards and mobile phone vouchers belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

MONETARY DOCUMENTS

Crossed cheques and postal orders and bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, premium bonds, credit card sales vouchers or receipts, VAT purchase invoices and any other money instruments which are non-negotiable belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

PANDEMIC

The occurrence of an infectious disease in humans in a locality, population or region, that crosses international boundaries and that is classified or declared as a pandemic by the World Health Organisation (or any replacement or equivalent body), or any government or other competent authority.

PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

POLLUTION

All pollution or contamination of PROPERTY or of water or land or the atmosphere.

PREMISES

The premises shown on YOUR schedule comprising the BUILDINGS or BUILDINGS of which YOU are the sole occupier (unless otherwise shown on YOUR schedule) in connection with YOUR BUSINESS and the land within the boundaries belonging to them.

PROPERTY

Material property.

RENEWABLE ENERGY TECHNOLOGY

Any plant, machinery or associated equipment used to generate heating, cooling, light, electricity, or gas from renewable non-fossil fuel sources, including but not limited to Anaerobic Digesters, Battery Storage, Biomass Boilers, Photovoltaic and Solar Thermal Panels, Ground Source Heat Pumps, Water Source Heat Pumps, Hydro Electric Plants, Wind Turbines and Combined Heat and Power Systems.

RESIDENTIAL TENANTS

The owner, lessee or tenant including members of their family of any self-contained unit of residential accommodation forming the BUILDING or part of the BUILDING.

SLAUGHTER ON HUMANE GROUNDS

Slaughter:

- 1 with OUR prior consent; or
- 2 where a VET has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

STOCK

Stock and materials in trade owned by YOU or for which YOU are responsible.

TERRORISM

- 1 For liability insurances:

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

- 2 For all other insurances:

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

TRAILER

An unpowered wheeled and mobile item, implement or machine, including fixed equipment and accessories, that has been designed to be towed by a mechanically propelled vehicle and which is owned by YOU or is in YOUR custody or control excluding:

- 1 a mechanically propelled vehicle, whether disabled or not;
- 2 a trailer that is insured under an NFU Mutual Agricultural Vehicle policy;
- 3 a caravan, trailer tent or horse trailer unless used for business or professional purposes; and / or
- 4 any trailer whilst attached to a vehicle.

UNOCCUPIED

Unoccupied, partially unoccupied, untenanted or not actively used by:

- 1 YOU or any of YOUR tenants for a period of more than 30 consecutive days; or
- 2 RESIDENTIAL TENANTS for a period of more than 45 consecutive days.

VET

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

YOU, YOUR

The legal entity/entities shown on YOUR schedule as being the policyholder.

General Exclusions

The following exclusions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

- 1 losses directly or indirectly caused or contributed to by;
 - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
 - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
 - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Asbestos Removal cover extension within the Property section, Employers' Liability section and/or Environmental Liability sections;
 - e) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - f) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
 - g) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 2 loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
- 3 any CYBER LOSS.
For the purpose of this Exclusion:

CYBER LOSS

means any loss, DAMAGE, liability, expense, fines or penalties or any other amount directly or indirectly arising from:

- a) the use or operation of any COMPUTER SYSTEM or COMPUTER NETWORK;
- b) the reduction in or loss of ability to use or operate any COMPUTER SYSTEM, COMPUTER NETWORK or DATA;
- c) access to, processing, transmission, storage or use of any DATA;
- d) inability to access, process, transmit, store or use any DATA;
- e) any threat of or any hoax relating to a), b), c), or d) above;
- f) any error or omission or accident in respect of any COMPUTER SYSTEM, COMPUTER NETWORK or DATA.

COMPUTER SYSTEM

means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by YOU or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

COMPUTER NETWORK

means a group of COMPUTER SYSTEMS and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange DATA.

DATA

means information used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

For all insurances other than Public Liability, Products Liability or Legal Expenses General Exclusion 3 will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

- 4 WE will not pay for any DAMAGE caused by or in connection with the PREMISES being used by YOU, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.
- 5 WE will not pay for any loss, liability, DAMAGE, claim, costs or expenses of whatever nature, directly or indirectly caused by, contributed to, attributable to, resulting from or in connection with:
 - a) any EPIDEMIC or PANDEMIC;
 - b) CORONAVIRUS; and/or
 - c) any legislation or regulations passed, or measures, restrictions or requirements imposed or advised, in each case by any national, regional or local government authority, public health authority or other competent authority, relating to the prevention, control or suppression of any EPIDEMIC, PANDEMIC or CORONAVIRUS

This exclusion will not apply to This exclusion will not apply to the Terrorism, Engineering Inspection, Employers' Liability, Public and Products Liability, Contractors' Public and Products Liability, Property Owners' Liability, Commercial Legal Expenses or Group Personal Accident sections.

- 6 No cover is provided and WE shall not be liable to make any payment or provide any benefit under this policy where doing so would expose US to any trade sanction, prohibition or restriction imposed by any law or regulation of the European Union, United Kingdom, United Nations or United States of America.

General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

Automatic Reinstatement

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

- 1 either YOU or WE advise to the contrary; or
- 2 the applicable section of this policy specifically provides to the contrary.

Cancellation of the Policy

YOU may cancel YOUR policy by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE. No refund will be made for any premium relating to Contractors' All Risks one-off contract cover.

WE may cancel YOUR policy at any time by giving YOU 14 days' notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

- 1 where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy;
- 2 where a change in YOUR circumstances means that WE can no longer provide cover;
- 3 failure to comply with policy terms and conditions;
- 4 use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 5 if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium. WE will not refund any premium relating to a Contractors' All Risks one-off contract.

Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy, whether contained in these General Conditions or elsewhere.

Designation Clause

In determining the item under which PROPERTY is insured WE will accept the description given in YOUR business records.

Duplicate Records

WE will not pay YOUR claim for book debts or Property Cover Extension - Computer Equipment Breakdown unless, throughout the PERIOD OF INSURANCE:

- 1 all YOUR data records are backed up at least once every 14 days and stored off site or in a fire proof cabinet;
- 2 adequate back up facilities are provided to ensure that all essential business information and software can be recovered following a breakdown; and
- 3 back up arrangements for individual systems are tested at least once a year.

Fair Presentation of the Risk

YOU must make a fair presentation to US of the risk insured under this policy:

- 1 prior to inception date; and/or
- 2 prior to each renewal date; and/or
- 3 at any variation or alteration of the policy during the PERIOD OF INSURANCE.

WE may avoid the policy, keep all premiums paid and WE may not pay YOUR claim where failure to make a fair presentation to US is:

- 1 deliberate or reckless; or
- 2 of such significance, that if YOU had made a fair presentation to US, WE would not have provided any cover.

Where failure to make a fair presentation to US is neither deliberate nor reckless, and:

- 1 WE would not have provided any cover, WE may:
 - a) avoid YOUR policy and return YOUR premiums paid; or
 - b) void the variation or alteration of the policy and return any additional premiums paid.
- 2 WE would have issued the policy on different terms or charged an additional premium, WE may:
 - a) apply any different terms that would have applied had YOU made a fair presentation to US. WE may also apply these different terms to any insured claim paid or payable under this policy where the insured loss occurred after the date YOU failed to make a fair presentation to US; and/or
 - b) proportionately reduce the amount paid or payable in respect of any insured claim under this policy, the proportion for which WE are liable being calculated by comparing the premium actually charged as a percentage of the premium which WE would have charged had YOU made a fair presentation to US; and/or
 - c) charge an additional premium calculated proportionately from the date YOU failed to make a fair presentation to US.

This General Condition does not affect OUR rights described in the Underinsurance Special Condition.

Fraud and Misrepresentation

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents and/or misdescribes or withholds any information relevant to this insurance;

WE will not pay any part of YOUR claim or any claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- 1 avoid, or at OUR option, cancel the policy without returning any premium that YOU have paid;
- 2 recover from YOU any amounts that WE have paid in respect of any claim, including any costs or expenses WE have incurred investigating that fraud or misrepresentation, whether such claim was made before or after the fraudulent claim; and/or
- 3 refuse any other benefit under the policy.

Interested Parties

At YOUR request, WE agree to note any interest in the PROPERTY shown on YOUR schedule which YOU are required to include. In the event of DAMAGE occurring which results in a claim under this policy, YOU agree to disclose the nature and extent of such interest prior to the settlement of any claim.

Non-invalidating

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

Payment of Premium

- 1 If YOU pay the premium using OUR Direct Debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.
- 2 Where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the Credit Agreement. If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the Credit Agreement and this policy will be cancelled immediately, unless WE agree otherwise.

Premium Adjustment

If YOUR premium is based on estimates that YOU have provided YOU agree that:

- 1 those estimates will be based upon reasonable and objective grounds according to established commercial standards; and
- 2 upon OUR request, YOU will provide within a reasonable time:
 - a) an updated estimate for the coming period of insurance; and/or
 - b) a declaration of any information as WE may require to adjust YOUR premium. Where YOU provide such a declaration YOU will pay any additional premium as may be required or WE will refund any premium to YOU subject to OUR retention of OUR normal minimum premium.

Reasonable Precautions

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
- 3 taken reasonable steps to protect PROPERTY and maintain it in a good state of repair;
- 4 taken reasonable care in the selection and supervision of EMPLOYEES;
- 5 kept full business accounts or books with a complete record of purchases and sales; and
- 6 employed a VET at YOUR own expense when an insured animal is injured or ill and treated that animal in accordance with the VET's recommendations.

Renewal of the Policy

Prior to the renewal date of YOUR policy, WE will send YOU details of:

- 1 the terms on which YOUR policy may be renewed;
- 2 any changes to the policy cover; and
- 3 the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation of the Policy General Condition.

Rights of Third Parties

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

Right to Survey

WE have the right to conduct a survey of YOUR PREMISES for the purposes of assessment or control of risk.

Surveys, Risk Improvements and Additional Information

If YOUR schedule indicates that this policy has been issued subject to certain survey(s) being undertaken YOU will, within a reasonable time, allow US access to any location that WE may require to undertake those survey(s). If WE are unable to carry out a survey within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium.

If YOUR schedule indicates that this policy has been issued subject to YOU implementing certain risk improvements or providing certain additional information:

- 1 YOU will fully comply with each risk improvement requirement within the timescale(s) specified in the completion schedule(s), or as otherwise agreed by US or OUR representatives, and maintain compliance throughout the duration of YOUR policy; and
- 2 if YOU fail to implement the risk improvement requirements or provide the information within the specified timescale(s):
 - a) WE may at OUR option avoid, cancel, suspend or alter the terms of the policy or increase the premium; and
 - b) WE will not pay any claim where YOUR failure has caused or contributed towards a loss.

If any survey or additional information reveals factors that adversely influence OUR assessment of the risk WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium. WE will communicate any such actions to YOU in writing.

Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Action by YOU

- 1 WE will not pay YOUR claim unless YOU:
 - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
 - b) tell US and the police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
 - c) immediately send to US unanswered all communications from any third parties including any legal proceedings or correspondence from the court, in relation to any event which may result in a claim under this policy;
 - d) provide US with all details and any supporting information or evidence that WE require;
 - e) take all reasonable action to minimise any loss and avoid further loss; and
 - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
- 2 WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

OUR Rights

- 1 WE have the right to settle a claim by:
 - a) payment of money; and/or
 - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
- 2 OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.
- 3 WE will have sole control of all claims procedures and settlements for all claims made against YOU.
- 4 WE will be freed from any further liability by paying to YOU:
 - a) the limit of indemnity;
 - b) the sum insured; or
 - c) any smaller amount for which the claim can be settled;after deducting any payments already made. WE will pay legal costs that have been incurred with OUR prior consent up to the date of such payment.

Claims Control

If WE are paying a claim for INJURY or DAMAGE:

- 1 WE are entitled to the value of any salvage;
- 2 WE have the right to enter the PREMISES in which the DAMAGE occurred and to take possession of the DAMAGED PROPERTY;
- 3 YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;
- 4 YOU are required to inform US at least 24 hours before disposing of any carcase (other than disposal following death by anthrax or slaughter under any official scheme rules relating to the eradication of a specific disease); and
- 5 YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not.

Arbitration

Where WE have accepted a claim but there is disagreement over the amount to be paid, the matter will be decided by an arbitrator. WE and YOU will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

Contribution

If there is another policy covering the same PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

Subrogation

WE are entitled to:

- 1) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
- 2) take over the defence or settlement of a claim;

and YOU will give US all reasonable assistance.

WE will not use this right to enforce or pursue a settlement against:

- 1) any company which is YOUR parent or subsidiary; or
- 2) any company which is a subsidiary of a parent of which YOU are also a subsidiary.

For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

Perils

YOUR schedule will show which of the following perils are insured by each section.

Fire

- 1 Fire excluding DAMAGE arising from:
 - a) explosion resulting from fire;
 - b) earthquake or subterranean fire;
 - c) its own spontaneous fermentation or self-heating of PROPERTY or its undergoing any heating process or any process involving the application of heat; and/or
 - d) electrical plant or appliances:
 - i. over-running;
 - ii. short-circuiting; and/or
 - iii. self-heating;but this will not exclude DAMAGE arising from the spread of fire to other plant or appliances or other PROPERTY;
- 2 Lightning;
- 3 Explosion:
 - a) of gas; and/or
 - b) of boilers;used for domestic purposes only but excluding DAMAGE arising from earthquake or subterranean fire.
- 4 Escape of fertiliser from any storage tank at the PREMISES;
- 5 Escape of oil from a fixed heating installation or connected apparatus;
- 6 Falling television or radio aerials or aerial fittings or masts; and/or
- 7 Falling trees or parts of trees, but excluding:
 - a) DAMAGE caused during a felling or lopping operation;
 - b) DAMAGE caused to fences, gates or hedges; and/or
 - c) the cost of removing fallen trees, unless they have given rise to a valid claim.

Aircraft

Aircraft or other aerial devices or articles dropped from them.

Earthquake

Earthquake or subterranean fire.

Escape of Water

Escape of water from any tank, apparatus or pipe, excluding DAMAGE arising;

- 1 from water discharged from or leaking from any automatic sprinkler installation in the PREMISES;
- 2 if the BUILDING is UNOCCUPIED.

Explosion

Explosion excluding DAMAGE:

- 1 arising from or consisting of the bursting by steam pressure of any boiler (other than a boiler used for domestic purposes), economiser or other vessel, machine or apparatus belonging to YOU or under YOUR control in which internal pressure is due to steam only; and/or
- 2 to any vessel, machinery or apparatus, or its contents, belonging to YOU or under YOUR control, which requires to be inspected to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing all inspection required by law. This exclusion will not apply to any subsequent DAMAGE which arises from a cause which is not otherwise excluded.

Flood

Flood excluding DAMAGE:

- 1 arising from storm or frost;
- 2 arising from subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from flood or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or moveable PROPERTY in the open other than TRAILERS;
- 5 to growing crops:
 - a) in the open;
 - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
 - c) crops under frames, cloches or Dutch, English or pit lights;
- 6 to livestock in the open;
- 7 to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
- 8 to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
- 9 to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided;
- 10 to polythene covered structures or any PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 11 to plastic or polythene-covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of flood.

Impact

Impact by any vehicle or animal, excluding DAMAGE:

- 1 arising from theft or attempted theft;
- 2 a) to growing crops in the open; and/or
b) to animals;
caused by any animal belonging to YOU or under the control of YOU or any EMPLOYEE;

Riot or Malicious Persons

Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons, excluding DAMAGE arising from:

- 1 cessation of work;
- 2 theft or attempted theft;
- 3 malicious persons if the BUILDING is UNOCCUPIED.

Sprinkler Leakage

Accidental escape of water from any fixed automatic sprinkler installation within the BUILDINGS, excluding DAMAGE arising from:

- 1 explosion, earthquake, subterranean fire or heat arising from fire; and/or
- 2 the repair, alteration or extension of the BUILDINGS or sprinkler installation.

Storm

Storm, hail and weight of snow excluding DAMAGE:

- 1 arising from frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from storm or otherwise;
- 2 arising from:
 - a) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; and/or
 - b) inundation from the sea;whether resulting from storm or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or movable PROPERTY in the open other than TRAILERS;
- 5 to growing crops:
 - a) in the open;
 - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
 - c) under frames, cloches or Dutch, English or pit lights;
- 6 to livestock in the open;
- 7 to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
- 8 to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
- 9 to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided (except damage arising from collapse or partial collapse of the roof caused by weight of snow);
- 10 to polythene covered structures or PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 11 to plastic or polythene-covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of storm.

Straying

Violent, external and visible accident or poisoning or drowning:

- 1 while on any public thoroughfare, sale yard, market or agricultural showground, or while straying from any of these locations; or
- 2 arising from livestock straying from their normal confines immediately prior to the loss;

Excluding:

- 1 losses while in, on being loaded onto or being unloaded from a vehicle or trailer;
- 2 losses from the intentional shooting of livestock unless they are a danger to any person or PROPERTY; and/or
- 3 worrying.

Subsidence

Subsidence, ground heave or landslip, excluding DAMAGE:

- 1 arising from the movement or settlement of made-up ground;
- 2 arising from coastal or river erosion;
- 3 arising from defective design, workmanship or the use of defective materials;
- 4 arising from normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer;
- 5 arising from any building, demolition or excavation works being carried out on any adjoining site unless WE are aware of and have confirmed acceptance of such work;

- 6 to land, yards, car parks, roads, pavements, landlord's fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks at the PREMISES unless also affecting a building insured by this policy;
- 7 to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the BUILDINGS suffer DAMAGE at the same time and from the same cause; and/or
- 8 while the BUILDINGS or any part of them are in the course of erection, demolition, structural alteration or structural repair.

Theft

Where this peril applies to:

- 1 BUILDINGS;
- 2 Contractors All Risks; or
- 3 any other item where YOUR schedule shows the location as "United Kingdom", "European Union and United Kingdom, Channel Islands, Isle of Man" or "Worldwide":

Theft or attempted theft excluding DAMAGE arising:

- 1 by or in collusion with an EMPLOYEE or person lawfully on the PREMISES;
- 2 if the BUILDING is UNOCCUPIED.

Otherwise:

Theft or attempted theft:

- 1 involving forcible and violent entry to or exit from the BUILDINGS; and/or
- 2 following assault or violence or the threat of assault or violence to YOU or any EMPLOYEE; excluding:
- 3 DAMAGE arising by or in collusion with an EMPLOYEE or person lawfully on the PREMISES;
- 4 DAMAGE if the BUILDING is UNOCCUPIED;
- 5 PROPERTY in the open or in open-fronted or open-sided BUILDINGS unless shown on YOUR schedule as insured.

Worrying

Worrying by dogs not belonging to YOU, or wild animals.

Accidental Damage

DAMAGE from any other cause excluding:

- 1 DAMAGE arising from:
 - a) fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, impact, sprinkler leakage, subsidence, theft, computer equipment breakdown, machinery breakdown, poultry - breakdown, poultry - any violent, accidental and visible cause, poultry - heat stress, straying or worrying or any of the exclusions to these perils or optional cover extensions whether insured by this policy or not;
 - b) inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials, other than subsequent DAMAGE which arises from a cause not otherwise excluded;
 - c) faulty or defective workmanship by YOU or any EMPLOYEES;
 - d) operational error or omission by YOU or any EMPLOYEES;
 - e) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects;
 - f) change in temperature, colour, flavour, texture or finish;
 - g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them;
 - h) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent DAMAGE which results from a cause which is not otherwise excluded;
 - i) escape of flue gases or fumes;
 - j) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel;
 - k) POLLUTION, other than DAMAGE which results from a cause not otherwise excluded;
 - l) disappearance, unexplained inventory shortage or the misfiling or misplacing of information; and/or
 - m) the failure of seeds to germinate.

- 2 DAMAGE to:
 - a) any BUILDING or structure arising from its own collapse or cracking, but WE will not exclude subsequent DAMAGE which results from a cause which is not otherwise excluded;
 - b) gates, fences and moveable PROPERTY in the open arising from wind, rain, hail, sleet, snow or dust;
 - c) PROPERTY arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool;
 - d) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books;
 - e) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects;
 - f) MONEY and MONETARY DOCUMENTS or securities of any description;
 - g) vehicles licensed for road use (including accessories on them), railway locomotives and rolling stock, watercraft or aircraft;
 - h) PROPERTY or structures in the course of construction or erection and materials or supplies in connection with such PROPERTY or structures; and/or
 - i) land, roads, pavements, piers, jetties, bridges, culverts or excavations; unless specifically shown as insured on YOUR schedule.
- 3 DAMAGE to livestock, growing crops or trees.

Poultry - Breakdown

Loss of poultry caused by:

- 1 Breakdown or failure of machinery or plant on the PREMISES, excluding DAMAGE to machinery or plant arising from:
 - a) its own mechanical or electrical breakdown;
 - b) explosion due to internal fluid (including steam, gas or air) pressure;
 - c) wear and tear and gradual deterioration; and/or
 - d) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures. but not loss resulting from such breakdown or failure; and
- 2 Failure of the public supply of electricity, gas or water other than arising from the deliberate act of any part of the utility supply, generation, or distribution network or infrastructure, except where the action is taken for the purpose of public safety or to avoid DAMAGE to the utility supply, generation, or distribution network or infrastructure.

Poultry - Heat Stress

Loss of poultry caused by heat stress other than where the stocking density at the time of the DAMAGE exceeds the levels stipulated in the relevant welfare codes.

Poultry - any Violent, Accidental or Visible Cause

Loss of poultry caused by any violent, accidental or visible cause, excluding DAMAGE arising from:

- 1 fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, subsidence, impact, theft, poultry - breakdown and poultry - heat stress and any of the exclusions to these perils as above, whether insured by this policy or not;
- 2 cannibalism, pecking, disease or poisoning;
- 3 wear, tear and gradual deterioration, wet or dry rot, fungus, mould and spores of any type;
- 4 cracks or partial fractures in buildings or machinery or plant;
- 5 cessation of work;
- 6 inadequacy of heating, ventilation, food or drink;
- 7 the process of collecting poultry prior to despatch from the PREMISES;
- 8 any animal belonging to YOU, or residing at YOUR PREMISES other than poultry;
- 9 any failure or non-compliance with routine or adequate welfare practices by YOU or any EMPLOYEES;
- 10 order of any government or local authority or under any scheme rules relating to the eradication or control of a specific disease; and/or
- 11 losses while in, or being loaded onto or being unloaded from a vehicle or trailer.

Property

Please refer to YOUR schedule to see if this is operative.

Definition

GEOGRAPHICAL LIMITS

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

The Cover

WE will pay for DAMAGE arising from an INSURED PERIL during the PERIOD OF INSURANCE to PROPERTY shown on YOUR schedule, provided that the DAMAGE occurs at the location shown on YOUR schedule for such PROPERTY.

The most WE will pay in the event of insured DAMAGE is:

- 1 where the BASIS OF COVER is anything other than Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY adjusted for any Index Linking due; or
- 2 where the BASIS OF COVER is Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY; or
- 3 any other maximum amount payable or limit shown on YOUR schedule, whichever is less.

Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the sums insured, limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Accidental Breakage of Fixed Glass

WE will pay for accidental breakage of:

- 1 fixed glass in windows, doors, showcases, counters and shelves; and/or
- 2 fixed sanitary ware;

for which YOU are responsible in the PREMISES.

WE will also pay for:

- 1 the cost of boarding up and providing a temporary door until the broken glass is replaced;
- 2 DAMAGE to ITEMS OF PROPERTY shown on YOUR schedule and arising from broken glass;
- 3 DAMAGE to frames or framework of any description and the cost of removing and replacing ITEMS OF PROPERTY shown on YOUR schedule which may have to be removed in order to replace the glass; and
- 4 replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on the glass.

WE will not pay for DAMAGE:

- 1 to cracked or scratched glass;
- 2 resulting from repairs or alterations to the PREMISES; or
- 3 when a BUILDING or part of a BUILDING becomes UNOCCUPIED.

In the event of broken glass YOU can call OUR dedicated glass claim telephone number at any time on **0800 058 4474**. Please provide YOUR name, address and policy number. Replacement will be arranged at a convenient time for YOU. YOU will only have to pay the EXCESS and any VAT (if YOU are accountable to the authorities for VAT).

Alterations and Additions

WE will pay for DAMAGE arising from an INSURED PERIL to:

- 1 newly acquired ITEMS OF PROPERTY other than STOCK within the GEOGRAPHICAL LIMITS; and
 - 2 alterations, additions and improvements to ITEMS OF PROPERTY other than STOCK at any of the PREMISES shown on YOUR schedule;
- which are not otherwise insured.

YOU are required to tell US as soon as possible, but in any event within 90 days, of any acquisition, alteration, addition or improvement and increase YOUR insurance cover with US. Cover under this extension will apply for a maximum period of 90 days after the relevant acquisition, alteration, addition or improvement is made.

WE will not pay for appreciation in value.

The most WE will pay is 10% of the total of the sums insured shown on YOUR schedule for YOUR ITEMS OF PROPERTY other than STOCK subject to a maximum overall limit of £500,000 for any one loss. This cover is in addition to the sum insured.

Asbestos Removal

If WE pay for DAMAGE to BUILDINGS WE will also pay costs for which YOU are responsible to remove any asbestos waste or PROPERTY contaminated by it.

The most WE will pay for any one loss is shown on YOUR schedule. This cover is in addition to that stated in the Debris Removal Costs cover extension.

Change of Temperature

WE will pay for DAMAGE to PROPERTY shown on YOUR schedule arising from change of temperature resulting from destruction or disablement of refrigerating, electrical or conditioning plant or apparatus arising from an INSURED PERIL.

Computer Additional Costs

WE will pay necessary and reasonable costs (including overtime working) to effect a temporary repair or to expedite the permanent repair of DAMAGE to any computer or diagnostic equipment for which WE are paying a claim under this section.

The most WE will pay for any one loss is £1,500. This is in addition to the sum insured.

Contract Price

If goods sold but not yet delivered to a customer for which YOU remain responsible suffer DAMAGE by an INSURED PERIL and the customer lawfully cancels the contract, WE will pay the price that would have been payable under the contract. This is in addition to the sum insured.

Customers' Goods

Unless otherwise shown on YOUR schedule, customers' goods are included as STOCK, if YOU are responsible for DAMAGE to them and they are not more specifically insured.

Damage to Underground Services

WE will pay for DAMAGE to underground pipes, cables or tanks servicing BUILDINGS shown on YOUR schedule arising from an INSURED PERIL.

Debris Removal Costs

WE will pay necessary and reasonable costs incurred in:

- 1 removing debris;
- 2 dismantling or demolishing; or
- 3 shoring or propping up;

following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule.

WE will not pay for costs incurred in removing debris other than from the PREMISES themselves and the area immediately adjacent to them.

This is included within YOUR sum insured, and the most WE will pay will not exceed the sum insured for the ITEM OF PROPERTY shown on YOUR schedule.

Drains and Gutters

WE will pay necessary and reasonable costs to clean and clear drains, sewers or gutters for which YOU are responsible following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule. This is in addition to the sum insured.

Exhibitions

WE will pay for DAMAGE not otherwise excluded to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY shown on YOUR schedule while at any exhibition or trade show within the GEOGRAPHICAL LIMITS for no more than 21 consecutive days.

WE will not pay for:

- 1 the personal effects of YOU or any EMPLOYEE;
- 2 DAMAGE arising from theft or attempted theft:
 - a) unless involving forcible and violent entry to or exit from any buildings or following assault or violence or the threat of assault or violence to YOU or any EMPLOYEE; or
 - b) from an unattended vehicle and/or trailer unless involving forcible and violent entry to the vehicle and/or trailer, and all doors and other openings are closed and securely locked and the keys removed.

The most WE will pay is 10% of the sum insured of YOUR COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY but not exceeding £50,000 for any one loss.

Fire Extinguishment Costs

WE will pay the following costs which are the direct result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule:

- 1 refilling fire extinguishing appliances;
- 2 recharging halon gas and CO² flooding systems;
- 3 replacing used sprinkler heads;
- 4 refilling sprinkler tanks where water costs are metered; and
- 5 resetting fire and intruder alarm systems.

This is in addition to the sum insured.

Fuel Spillage Clean-up Costs

WE will pay the costs of removing spilt fuel from YOUR land following accidental escape of fuel arising from an INSURED PERIL.

WE will not pay for the cost of replacing the fuel.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

Landscaped Grounds

If as a result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule, the emergency services DAMAGE landscaped grounds at the PREMISES for which YOU are legally responsible WE will pay the reasonable costs and expenses of repairing or reinstating those grounds.

WE will not pay for the failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

Loss of Metered Water

If metered water is lost as a direct result of DAMAGE to any fixed water pipe, apparatus and/or tank at the PREMISES WE will pay the additional charges imposed on YOU by the water supply authority for such loss.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

Mortgagees

The act or neglect of any mortgagor, leaseholder, lessee or occupier of YOUR BUILDINGS which increases the risk of DAMAGE, will not prejudice the interest of a mortgagee, freeholder or lessor in the insurance, provided they advise US on becoming aware of such neglect and pay any additional premium required.

Professional Fees

WE will pay necessary and reasonable architects', surveyors', consulting engineers', legal and other fees arising from an INSURED PERIL which YOU incur in repairing or reinstating PROPERTY shown on YOUR schedule but not for preparing any claim.

This is included with YOUR sum insured, and the most WE will pay will not exceed the sum insured for the ITEM OF PROPERTY shown on YOUR schedule.

Property Temporarily Removed

WE will pay for DAMAGE, arising from an INSURED PERIL, to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY shown on YOUR schedule while temporarily removed from the PREMISES to anywhere within the GEOGRAPHICAL LIMITS for alteration, cleaning or repair. Cover under this extension will apply for no more than 21 consecutive days following removal of the items from the PREMISES.

WE will not pay for personal effects of YOU or any EMPLOYEE.

The most WE will pay is 10% of the sum insured on YOUR COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY at their usual PREMISES but not exceeding £100,000 for any one loss.

Public Authorities

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is incurred solely to comply with the minimum requirements of any applicable United Kingdom, Channel Islands, Isle of Man legislation, Act of Parliament or bye-laws of any public authority provided that the obligation to comply with the requirements is the direct result of DAMAGE arising from an INSURED PERIL to the PROPERTY shown on YOUR schedule.

WE will not pay for:

- 1 the cost of complying with any requirement:
 - a) in connection with DAMAGE not insured by this section;
 - b) in connection with DAMAGE which occurred before the PERIOD OF INSURANCE;
 - c) which had been notified to YOU before the DAMAGE occurred;
 - d) which had to be implemented within a fixed period in any event had the DAMAGE not occurred; and/or
 - e) which YOU would have been required to comply with in any event had the DAMAGE not occurred.
- 2 the cost of repairing or restoring PROPERTY or parts of the PROPERTY, other than foundations, which have not suffered DAMAGE.
- 3 loss or expense in connection with an application for, granting, enforcement or refusal of planning permission unless agreed by US.
- 4 any charge or assessment arising out of capital appreciation arising from compliance with the stipulations.

This is included within YOUR sum insured, and the most WE will pay will not exceed the sum insured for the ITEM OF PROPERTY shown on YOUR schedule.

Re-erection of Contents

WE will pay the necessary and reasonable costs of dismantling, re-erecting and/or re-fitting COMPUTER EQUIPMENT, CONTENTS or similar specified ITEMS OF PROPERTY shown on YOUR schedule which are incurred as a direct result of DAMAGE arising from an INSURED PERIL.

Reinstatement of Data

WE will pay for necessary and reasonable costs of reinstatement, recompilation or replacement of:

- 1 computer software following DAMAGE to COMPUTER EQUIPMENT for which WE have agreed to pay;
- 2 lost, distorted, corrupted or erased programs or data where Computer Equipment Breakdown is insured as an Optional Cover Extension unless otherwise excluded.

WE will not pay for any loss arising from updates from the manufacturer or any software supplier.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

Rent

If YOUR schedule includes a sum insured for rent, WE will pay any rent which YOU are legally obliged to pay while YOUR BUILDING or part of YOUR BUILDING is unfit for occupation as a result of DAMAGE arising from an INSURED PERIL.

WE will not pay more than the proportion of the sum insured that the period necessary for reinstatement bears to the term of rent insured.

Selling Your Buildings

If, at the time of DAMAGE to YOUR BUILDINGS by an INSURED PERIL, YOU have entered a binding contract to sell YOUR BUILDINGS to a third party purchaser but the sale has not yet completed, WE will pay any indemnity to which YOU would otherwise have been entitled to the purchaser.

Theft Damage to Buildings

Where theft is an INSURED PERIL applying to YOUR contents or stock, WE will pay for DAMAGE to BUILDINGS for which YOU are responsible, arising from theft or attempted theft of YOUR contents or stock.

WE will not pay for:

- 1 theft of the BUILDINGS or any part of them or of landlord's fixtures and fittings; and/or
- 2 DAMAGE to the glass or the cost of boarding up if such DAMAGE or cost is otherwise insured.

Theft of Keys

WE will pay for the replacement of locks following theft of the keys to YOUR BUILDINGS, any safe, strong room or intruder alarm system.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

Trace and Access

WE will pay necessary and reasonable costs incurred with OUR prior consent to locate the source of:

- 1 water escaping from any fixed tank, pipe or apparatus; or
- 2 oil escaping from any heating system;

and making good the DAMAGE arising from the search for which YOU are responsible.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

Unauthorised Use of Gas, Water or Electricity

WE will pay the costs for which YOU are responsible for gas, water or electricity arising from their unauthorised use by persons occupying the PREMISES without YOUR permission provided that YOU take all practical steps to end the unauthorised use as soon as it is discovered.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

Workmen

YOUR rights and the cover provided under this section will not be prejudiced by the presence of workmen invited onto the PREMISES for the purpose of effecting any minor repairs, additions, alterations, decorations or remedial works.

Optional Cover Extension

Please refer to YOUR schedule to see if operative.

Computer Equipment Breakdown

WE will pay for DAMAGE arising from the complete or partial failure of COMPUTER EQUIPMENT resulting from mechanical or electrical defect of any part causing stoppage of its function, during the PERIOD OF INSURANCE provided the DAMAGE occurs at the location shown on YOUR schedule.

WE will not pay for DAMAGE to COMPUTER EQUIPMENT over five years old unless YOU have in force a maintenance, rental, hire or lease agreement that provides a maintenance and repair service.

The most WE will pay for any one loss is shown on YOUR schedule.

Exclusions

WE will not pay for any:

- 1 DAMAGE arising from POLLUTION, except (unless otherwise excluded) for DAMAGE to PROPERTY shown on YOUR schedule arising from:
 - a) POLLUTION resulting from an INSURED PERIL; and/or
 - b) an INSURED PERIL which results from POLLUTION.
- 2 DAMAGE that does not result directly from the incident that caused YOU to claim, unless more specifically stated in this section.
- 3 DAMAGE to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY, for which YOUR schedule shows cover applies outside the PREMISES, arising from theft or any attempted theft from an unattended vehicle and/or trailer unless:
 - a) all doors and other openings are closed and securely locked and the keys removed; and
 - b) there is forcible and violent entry to the vehicle and/or trailer.
- 4 EXCESS shown on YOUR schedule. However if WE pay for DAMAGE solely to specified CONTENTS with a sum(s) insured not exceeding £2,500 the amount of any EXCESS is reduced to £100 unless more specifically shown on YOUR schedule.

Special Conditions

The special conditions and warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

Declared Value

At the inception of each PERIOD OF INSURANCE, YOU will notify US in writing of the DECLARED VALUE of each ITEM OF PROPERTY where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. In the absence of this, the DECLARED VALUE will be the last value declared by YOU, adjusted to reflect any Index Linking which may apply.

Declared Values are increased, either by 15% or an alternative percentage uplift agreed by US, to provide protection against the effects of inflation and the resultant sum insured is the limit of OUR liability in the event of insured DAMAGE.

Fire Protections

YOU must ensure that:

- 1 all fire extinguishing appliances are maintained in proper working order; and
- 2 all fire break doors and shutters are maintained in efficient working order and kept closed or the protection system activated except during working hours.

Index Linking

Unless revised figures are provided by YOU, at each renewal WE will automatically adjust the sums insured or DECLARED VALUES of YOUR ITEMS OF PROPERTY for inflation, in line with increases in the following indices:

- 1 for BUILDINGS in accordance with BCIS General Building Cost Index; or
- 2 for other ITEMS OF PROPERTY in accordance with the Producer Price Index.

WE may at OUR option use other suitable indices of cost. YOUR existing sums insured or DECLARED VALUES will not be reduced in the event of a negative index value.

Where the BASIS OF COVER shown in YOUR schedule for an ITEM OF PROPERTY is anything other than Day One Reinstatement, this adjustment will continue monthly from renewal to the time of any insured DAMAGE.

For ITEMS OF PROPERTY where the BASIS OF COVER is shown as Reinstatement, this adjustment will further continue to the date that the claim is quantified, provided that estimates and tenders are obtained without delay.

WE will not charge any extra premium during the PERIOD OF INSURANCE but at the end of the period WE will calculate the renewal premium on the revised sums insured and/or DECLARED VALUES.

Maintenance of Renewable Energy Technology

Where a RENEWABLE ENERGY TECHNOLOGY owned by YOU or in YOUR custody or control is situated on any PREMISES insured by US, WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE, a maintenance agreement in place with a suitably qualified contractor for service and maintenance of the RENEWABLE ENERGY TECHNOLOGY in accordance with the recommendations of the original manufacturers or their appointed agent.

Such maintenance must include safety checks, preventative maintenance, rectification of loss or damage or faults arising from normal operation or wear and tear as well as from ageing and must also include the repair or replacement of components, modules or parts.

YOU must also maintain and retain records and documentation showing when such plant, machinery or equipment has been serviced, details of all work undertaken as well as any replacement parts fitted.

This condition will not apply to solar panels.

This condition will apply whether or not the RENEWABLE ENERGY TECHNOLOGY is insured with US.

Security Protections

YOU must ensure that:

- 1 security protections are put into full and effective operation; and
- 2 external door keys are removed from the PREMISES; whenever the PREMISES are closed for business or left unattended; and
- 3 when not in use, the keys to any safe or strong room are removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.

Stock in basements

Where Storm or Flood are INSURED PERILS, YOU must ensure that STOCK in basements or cellars is stored on shelves, racks or stillages at least 10 centimetres above floor level.

Unoccupied Premises

- 1 YOU will notify US immediately any BUILDING becomes UNOCCUPIED.
- 2 When any BUILDING becomes UNOCCUPIED WE may, at OUR option, cancel, suspend or alter the terms of the policy and/or increase the premium.
- 3 If a BUILDING is UNOCCUPIED WE will not pay YOUR claim unless, at the time any DAMAGE first occurs, YOU have complied with each of the following conditions (unless otherwise specifically agreed by US in writing):
 - a) all mains supplies of electricity, gas and water are turned off at the point of entry to the BUILDING (except as necessary to maintain security systems, fire alarms, safety lighting, sprinkler installations and central heating systems);
 - b) all security protections are put into full and effective operation;
 - c) all external doors are kept securely locked;
 - d) all windows are closed and secured;
 - e) all letterboxes and openings are sealed;
 - f) the BUILDING is maintained in a good state of repair;
 - g) all waste, combustible materials and gas bottles within or outside the BUILDING are removed from the PREMISES;
 - h) make a weekly inspection of the whole of the BUILDING both internally and externally and remedy any defects found;
 - i) keep a log of the inspections in h) above including a record of any defects found and remedial action taken, to be available for inspection when requested by US; and
 - j) notify US if the BUILDING is to be occupied by contractors for renovation, alteration or conversion of the BUILDING or if the BUILDING becomes occupied, tenanted or actively used.

Important note - please also read the special condition regarding security protections.

Underinsurance

In the event of insured DAMAGE, OUR liability for YOUR claim will be proportionately reduced if:

- 1 the sum insured, adjusted for any Index Linking due,
 - a) for any ITEM OF PROPERTY comprising STOCK is less than the full cost of repair or replacement at the time of the DAMAGE; or
 - b) where the BASIS OF COVER is shown in YOUR schedule as Reinstatement, is less than 85% of the cost of reinstatement which would have been incurred at the time of reinstatement if the whole of that ITEM OF PROPERTY had been damaged; or
 - c) where the BASIS OF COVER is shown in YOUR schedule as Indemnity, is less than the cost of reinstatement after allowance for wear and tear and depreciation has been deducted, at the time of DAMAGE.
- 2 the DECLARED VALUE for any ITEM OF PROPERTY where the BASIS OF COVER is shown on YOUR schedule as Day One Reinstatement, is less than the cost of reinstatement at the start of the PERIOD OF INSURANCE.

If YOUR claim is proportionately reduced, this means the amount WE will pay for YOUR claim will be based on the proportion of the value insured to the actual value or full cost to repair or replace.

For example, if an ITEM OF PROPERTY is only insured for 60% of its actual value, the claim payment would be reduced to 60%.

WE will not pay more than the sum insured or DECLARED VALUE stated on YOUR schedule.

Waste

YOU must ensure that:

- 1 all oily or greasy waste and used cleaning cloths will be stored in closed metal receptacles which will be:
 - a) stored in an area specifically designed for this purpose; and
 - b) removed outside the buildings and all communicating buildings at the end of each working day; and
 - c) removed from the PREMISES at least once every week;
- 2 all other combustible waste will be swept up each day and deposited in bags or bins which will be:
 - a) stored in an area specifically designed for this purpose; and
 - b) removed from the PREMISES at least once every week.

Settling Claims

In the event of insured DAMAGE to YOUR PROPERTY WE will at OUR option:

- 1 reinstate the DAMAGED PROPERTY by:
 - a) rebuilding or replacing it:
 - i. in any suitable manner; or
 - ii. on another site;provided that the amount WE pay is not increased beyond what WE would have paid otherwise; or
 - b) repairing or restoring it to a condition equivalent to but not better or more extensive than when new; or
- 2 pay the cost of reinstatement of the DAMAGED PROPERTY, calculated as follows:
 - a) where the PROPERTY is lost or destroyed, the cost of rebuilding or replacing the PROPERTY; or
 - b) where the PROPERTY or part of the PROPERTY is DAMAGED, the cost of repairing and restoring the PROPERTY or the DAMAGED part of the PROPERTY;to a condition equivalent to but not better or more extensive than when new.

WE will not reinstate or pay the cost of reinstatement:

- 1 unless reinstatement commences and proceeds without unreasonable delay;
- 2 until the cost of reinstatement has actually been incurred and YOU have produced satisfactory invoices in support of the claim;
- 3 where the DAMAGE is insured by any other insurance effected by YOU or on YOUR behalf which is not on the same basis of reinstatement; and/or
- 4 for DAMAGE to STOCK.

If WE do not reinstate the PROPERTY or pay the cost of reinstatement WE will pay:

- 1 the cost of repairing the PROPERTY or any DAMAGED part of it to a condition equivalent to but not better than its condition immediately before the DAMAGE occurred. WE may delay payment until repairs have commenced; or
- 2 the difference between the market value of the DAMAGED PROPERTY immediately before the DAMAGE and its market value as a direct result of the DAMAGE;

whichever is lower.

WE will not pay more than the sum insured which would have been payable had the DAMAGED PROPERTY been completely destroyed.

Money & Malicious Attack

Please refer to YOUR schedule to see if this is operative.

Definitions

BODILY INJURY

Bodily injury arising from violent and visible means which directly results in death or disability.

BUSINESS HOURS

Any time when YOU or any EMPLOYEE with responsibility for MONEY are at the PREMISES for the purpose of YOUR BUSINESS.

GEOGRAPHICAL LIMITS

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

INSURED PERSON

YOU or any EMPLOYEE

IN TRANSIT

MONEY in transit while in the custody of:

- 1 YOU or any EMPLOYEE;
- 2 a bank night safe and while at the bank until becoming the responsibility of the bank.

LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss of:

- 1 or loss of use of one or more hands or feet;
- 2 sight in one or both eyes;
- 3 speech; or
- 4 hearing in both ears.

PARTIAL DISABILITY

A disability which prevents YOU or any EMPLOYEE from performing most of their occupation.

TOTAL DISABILITY

A disability which totally prevents YOU or any EMPLOYEE from performing all of their occupation.

The Cover

Money

WE will pay for DAMAGE to MONEY or MONETARY DOCUMENTS within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will also pay for DAMAGE arising from theft or attempted theft to:

- 1 safes, strong rooms, tills, cash registers or franking machines which normally contain MONEY; and/or
- 2 any case, bag or waistcoat being used for carrying MONEY.

The most WE will pay for any one item is the repair or replacement value of the damaged item, but not exceeding the sum insured for that item as shown on YOUR schedule.

Malicious Attack

WE will pay the benefits shown on YOUR schedule if YOU or any EMPLOYEE sustain BODILY INJURY as a result of a violent assault arising from theft or attempted theft in the course of YOUR BUSINESS, provided that:

- 1 YOU or any EMPLOYEE are aged between 16 and 70 years.
- 2 WE will only pay a benefit if death or disability occurs within 104 weeks of the date the BODILY INJURY was originally caused.
- 3 if WE pay for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY, WE will no longer make any payment for temporary TOTAL DISABILITY or temporary PARTIAL DISABILITY.
- 4 payment for temporary TOTAL DISABILITY will be paid at the end of each consecutive four week period of disability.
- 5 for the benefit for temporary TOTAL DISABILITY, the most WE will pay will not exceed 75% of the average weekly earnings before tax of YOU or any EMPLOYEE.

The most WE will pay for any one benefit is the limit shown on YOUR schedule.

WE will only pay under one of the benefits for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY for any one claim and such payment will end cover for that INSURED PERSON.

Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Credit Cards

WE will pay for unauthorised use of any credit, cheque, bank, cash or fuel card belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £10,000.

WE will not pay:

- 1 for unauthorised use by YOU, any EMPLOYEE or any member of YOUR family;
- 2 unless YOU have met all the terms and conditions of the card company; and/or
- 3 for losses if the card is left unattended unless:
 - a) in the locked boot, concealed interior compartment or locked and covered luggage compartment of a locked vehicle;
 - b) in a locked building;
 - c) left with hotel security.

Damage to Personal Effects

WE will pay for DAMAGE to personal effects or personal money belonging to YOU or any EMPLOYEE as a result of malicious attack insured by this section.

The most WE will pay for any one person is the amount stated on YOUR schedule.

Professional Counselling Following Malicious Attack

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from a malicious attack insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

Exclusions

WE will not pay for:

- 1 loss of MONEY or MONETARY DOCUMENTS from a vehicle which is left unattended or is not under observation in order to prevent any attempt by any person to interfere with the vehicle.
- 2 DAMAGE arising from:
 - a) the dishonest act of any EMPLOYEE:
 - i. not discovered within seven days of the occurrence; and/or
 - ii. where more specifically insured;
 - b) clerical or accounting errors; and/or
 - c) MONEY in the possession of cash agents or door to door or debt collectors.
- 3 losses arising from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
- 4 losses arising from payment methods which prove to be counterfeit, false, invalid, irrecoverable or uncollectible for any reason.
- 5 losses that are not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
- 6 death or disablement resulting from or contributed to by an insured person suffering from a pre-existing physical or mental condition.
- 7 DAMAGE more specifically insured.

Special Conditions

The special conditions and warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

Medical Evidence

- 1 WE will pay for:
 - a) an INSURED PERSON to have a medical examination; or
 - b) a post mortem to be completed;if required by US.
- 2 YOU or YOUR personal legal representative will supply to US and pay for any:
 - a) certificate;
 - b) information; or
 - c) evidence;in the format WE require.

Money in Transit

Where MONEY insured by this section is IN TRANSIT and exceeds:

- 1 £5,000, it will be accompanied by at least two adults;
- 2 £7,500, it will be accompanied by at least three adults; or
- 3 £10,000, it will be transported by a professional security or specialist cash-carrying company.

Records

YOU must keep a complete record of MONEY and MONETARY DOCUMENTS in a secure place other than a safe or strong room containing MONEY.

Security Protections

YOU must ensure that:

- 1 all security protections are put into full and effective operation whenever the PREMISES are closed for business or left unattended; and
- 2 door keys are removed from the PREMISES outside of BUSINESS HOURS and, other than when in use, any safe or strong room is locked and the keys removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.

Employers' Liability

Definitions

COSTS

- 1 legal costs and expenses YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
- 2 legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
- 3 legal costs and expenses for:
 - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
 - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

GEOGRAPHICAL LIMITS

- 1 the United Kingdom, the Channel Islands and the Isle of Man; or
- 2 worldwide where an EMPLOYEE is located for not more than 60 consecutive days during their employment with YOU, provided that:
 - a) the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
 - b) the EMPLOYEE ordinarily undertakes work for YOU at premises in the United Kingdom, the Channel Islands or the Isle of Man.

The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages and COSTS for INJURY sustained by any EMPLOYEE provided that the INJURY:

- 1 arises out of and in the course of their employment by YOU in connection with YOUR BUSINESS; and
- 2 is caused by an occurrence during the PERIOD OF INSURANCE which takes place within the GEOGRAPHICAL LIMITS.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of claimants) arising directly or indirectly out of one occurrence is the limit of indemnity shown on YOUR schedule.

Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Corporate Manslaughter and Corporate Homicide Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

- 1 the deceased is an EMPLOYEE;

- 2 YOUR liability for the death is insured under this section; and
- 3 the death is caused by an offence or alleged offence which occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for the:

- 1 costs of prosecution awarded against any defendant;
- 2 costs of any expert witness unless WE have given OUR prior consent; and/or
- 3 costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

Court Attendance Expenses

If WE request any of the following people to attend court as a witness in connection with a claim which is insured under this section, WE will pay:

- | | | |
|---|----------------------|----------------------|
| 1 | YOU or YOUR director | £500 per day; and/or |
| 2 | any other EMPLOYEE | £300 per day. |

Cross liabilities

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

No indemnity is provided where liability is owed by one party named on YOUR schedule to another party named on YOUR schedule.

Health and Safety at Work Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend any criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978, equivalent legislation in the Channel Islands or Isle of Man or any regulations thereunder including COSTS incurred with OUR prior consent in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to:

- 1 the health, safety or welfare of an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 the cost of appeal against improvement or prohibition notices; and/or
- 3 the costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this cover extension applies.

Indemnity to Other Parties

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death; and
- 2 at YOUR request WE will provide indemnity to:
 - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
 - b) any EMPLOYEE;
 in their respective capacities as such;
 - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
 - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
 - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

Injury to Working Partners or Proprietors

WE will regard any working partner or proprietor of YOUR BUSINESS as an EMPLOYEE for INJURY they sustain while working in connection with YOUR BUSINESS.

Provided that the INJURY is caused by the negligence of another working partner, proprietor or EMPLOYEE in the course of YOUR BUSINESS.

Private Work

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by an EMPLOYEE arising from the execution of private duties by that EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

Terrorism

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by any EMPLOYEE which arises out of TERRORISM committed by a third party.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of claimants) arising directly or indirectly out of one occurrence is £5,000,000.

Unsatisfied Court Judgments

If any EMPLOYEE or their personal representative obtains a court judgment within the United Kingdom, the Channel Islands, the Isle of Man or the European Union for damages for INJURY against any third party operating within the United Kingdom, the Channel Islands, the Isle of Man or the European Union and that judgment remains unpaid in whole or in part six months after the date of the award, WE will pay, at YOUR request, the amount of any unpaid damages and awarded costs to the EMPLOYEE or their personal legal representatives.

Provided that:

- 1 the INJURY occurred in the course of employment by YOU in connection with YOUR BUSINESS;
- 2 YOU are not the company or individual against whom the judgment has been made;
- 3 there is no appeal outstanding; and
- 4 before any payment is made under this cover extension, the EMPLOYEE or their personal legal representative will assign all the benefits and advantages of the judgment to US.

Exclusions

WE will not pay for:

- 1 INJURY to any EMPLOYEE arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including any attached trailer) by YOU or on YOUR behalf for which road traffic legislation requires compulsory motor insurance.
- 2 any action for damages brought against YOU in a country outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union.
- 3 INJURY to any EMPLOYEE arising in connection with work on or at any:
 - a) power station or nuclear installation;
 - b) i. offshore oil/ gas installation; and/or
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
 - c) chemical works;
 - d) aircraft, airport, airfield, airstrip, satellites, spacecraft, launch site, ship, dock, pier or wharf;
 - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
 - f) underground mine or colliery; and/or
 - g) railways and associated equipment, or rolling stock.
- 4 liquidated damages, penalties, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

- 5 INJURY to any EMPLOYEE arising out of any activity involving working on or processing asbestos or products made entirely or mainly of asbestos. This exclusion shall not apply provided that:
- a) the discovery of asbestos by YOU or any EMPLOYEE is unintentional or accidental;
 - b) upon discovery of asbestos or products made entirely or mainly of asbestos all work stops immediately; and
 - c) an HSE-licensed asbestos removal contractor, or equivalent licensed asbestos removal contractor in the Channel Islands or Isle of Man, is employed as soon as possible to make safe the area in which the discovery is made. That contractor must have employers' liability and public liability insurance in force that provide limits of indemnity no less than those applicable to this policy and which do not exclude the work to be carried out.
- 6 INJURY to any EMPLOYEE arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.

Special Condition

The special conditions and warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

Right of Recovery

This section is deemed to be in accordance with the provisions of any law relating to compulsory insurance for YOUR liability to EMPLOYEES within the GEOGRAPHICAL LIMITS. Where WE have paid an amount which WE would not have been liable to pay but for the provisions of such legislation, WE have the right to recover this amount from YOU.

Public and Product Liability

Definitions

COSTS

- 1 Legal costs and expenses YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
- 2 legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
- 3 legal costs and expenses for:
 - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
 - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

GEOGRAPHICAL LIMITS

The United Kingdom, the Channel Islands and the Isle of Man.

PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled, or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS.

The Cover

Public Liability

Please refer to YOUR schedule to see if this is operative.

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY;
 - 2 DAMAGE to PROPERTY;
 - 3 obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
 - 4 wrongful arrest, detention or false imprisonment of any person;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:
- 1 PRODUCTS remaining in YOUR custody or control; or
 - 2 any food or drink sold or supplied to visitors for consumption on YOUR premises.

The most WE will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

Product Liability

Please refer to YOUR schedule to see if this is operative.

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- occurring during the PERIOD OF INSURANCE and caused by PRODUCTS (other than while remaining in YOUR custody or control) physically supplied from within the GEOGRAPHICAL LIMITS.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Car Park Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to mechanically propelled vehicles legitimately parked at YOUR premises.

WE will not pay for DAMAGE to vehicles which are:

- 1 owned, leased, borrowed or hired by YOU;
- 2 being stored for a fee or other consideration; and/or
- 3 in YOUR custody or control for the purpose of being worked on by YOU or any EMPLOYEE in connection with YOUR BUSINESS.

Cloakroom Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from DAMAGE to PROPERTY deposited in any cloakroom at YOUR premises provided that suitable notices disclaiming all liability for DAMAGE are clearly displayed in or about the cloakroom.

The most WE will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

WE will not pay where YOU have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

Commercial Visits

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- occurring in the course of a commercial visit by YOU and/or any EMPLOYEE to any supplier, customer or business partner, trade show or exhibition outside the GEOGRAPHICAL LIMITS provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit:
- 1 are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
 - 2 ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

WE will not pay for liability:

- 1 arising from visits which wholly or partly involve the supervision or performance of manual work, other than at trade shows or exhibitions which YOU and/or any EMPLOYEE are attending;
- 2 arising from the ownership, possession or occupation of land or buildings;
- 3 which is insured by another policy.

Contingent Motor Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

- 1 liability:
 - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
 - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
 - c) occurring outside the GEOGRAPHICAL LIMITS.
- 2 DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance and Windscreen Insurance Disc if issued, for every vehicle used in the course of YOUR BUSINESS.

Corporate Manslaughter and Corporate Homicide Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

- 1 the deceased is not an EMPLOYEE;
- 2 YOUR liability for the death is insured under this section; and
- 3 the death occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for:

- 1 the costs of prosecution awarded against any defendant;
- 2 the costs of any expert witness unless WE have given OUR prior consent; and/or
- 3 costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

Court Attendance Expenses

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

- | | |
|------------------------|----------------------|
| 1 YOU or YOUR director | £500 per day; and/or |
| 2 any other EMPLOYEE | £300 per day. |

Cross Liabilities

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

Data Protection

WE will indemnify YOU for legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under data protection regulations.

Provided that:

- 1 YOU are a registered user in accordance with data protection legislation;
- 2 YOU are not in business as a data processing bureau; and
- 3 the claimant:
 - a) is the subject of personal data that YOU hold; and
 - b) suffers DAMAGE or distress caused by the inaccuracy, loss, unauthorised destruction, disclosure or access to the data.

The most WE will pay for all claims arising under this extension during any PERIOD OF INSURANCE is £500,000.

WE will not pay for:

- 1 the cost of replacing, reinstating, rectifying or erasing any personal data;
- 2 liability arising from:
 - a) the recording, processing or provision of data for reward or to determine the financial status of any person;
 - b) the act of any person other than YOU or any EMPLOYEE; and/or
 - c) defamation;

- 3 losses relating to unencrypted data away from YOUR premises; and/or
- 4 proceedings or appeals involving any deliberate act or omission by YOU or on YOUR behalf.

Defective Premises Act

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which YOU previously owned or occupied for the purposes of YOUR BUSINESS.

WE will not pay for the cost of remedying any defect or alleged defect in the premises.

Food Safety and Consumer Protection Acts

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of Part II of the Food Safety Act 1990, Part II of the Consumer Protection Act 1987, equivalent legislation in the Channel Islands or Isle of Man or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

Health and Safety at Work Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978, equivalent legislation in the Channel Islands or Isle of Man or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

- 1 the health, safety or welfare of any person other than an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of YOUR BUSINESS.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

Indemnity to Other Parties

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
 - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
 - b) any EMPLOYEE;in their respective capacities as such;

- c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
- d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
- e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

Movement of Obstructing Vehicles

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

- 1 the vehicle is not owned, leased, borrowed or hired by YOU;
- 2 the movement is limited to vehicles parked on or obstructing YOUR premises or access to any site at which YOU are working;
- 3 the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds a licence to drive the vehicle; and
- 4 the vehicle to be moved is driven by use of its own key, transmitter or fob.

WE will not pay:

- 1 for DAMAGE caused to the vehicle being moved; and/or
- 2 where road traffic legislation requires compulsory motor insurance.

Overseas Personal Liability

WE will indemnify YOU for all sums which YOU and/or at YOUR request any EMPLOYEE are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising directly from the private activities of any EMPLOYEE while located for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS during their employment with YOU.

Provided that:

- 1 the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
- 2 the EMPLOYEE ordinarily undertakes work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
- 3 cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the GEOGRAPHICAL LIMITS.

WE will not pay for liability:

- 1 arising from the ownership, possession or occupation of land or buildings;
- 2 arising from any business, professional and/or commercial activity;
- 3 arising in the course of employment by YOU or any other person;
- 4 to any EMPLOYEE; or
- 5 which is insured by another policy.

Private Work

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from the execution of private duties by any EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

Tenant's Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from DAMAGE to premises (including fixtures and fittings) within the GEOGRAPHICAL LIMITS, which are leased, let, hired or rented to YOU in connection with YOUR BUSINESS.

WE will not pay for:

- 1 liability arising solely due to a contract or agreement which would not have attached in the absence of such contract or agreement;
- 2 wear, tear and gradual deterioration; and/or
- 3 DAMAGE to premises from causes against which YOU are required to effect insurance by the terms of any contract, lease or tenancy agreement.

Terrorism

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- arising from TERRORISM committed by a third party.

The most WE will pay for all damages and COSTS arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £5,000,000, or the limit of indemnity shown on YOUR schedule, whichever is the less.

Exclusions

WE will not pay for:

- 1 INJURY to any EMPLOYEE.
- 2 DAMAGE to PROPERTY:
 - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU, other than where described in the Tenant's Liability cover extension; and/or
 - b) which is in YOUR custody or control, other than:
 - i. personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES; or
 - ii. where described in the Car Park Liability, Cloakroom Liability and Tenant's Liability cover extensions.
- 3 liability arising from POLLUTION other than caused directly or indirectly by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the PERIOD OF INSURANCE.

All POLLUTION which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.

- 4 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
 - a) for which road traffic legislation requires compulsory motor insurance; and/or
 - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

- a) loading and unloading;
 - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance is required; or
 - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
- 5 liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
- 6 liability arising:
 - a) from professional advice or professional services given for a fee;
 - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
 - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.

- 7 the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.
- 8 DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.
- 9 liability which arises solely due to a contract or agreement other than:
 - a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986; or
 - b) arising from any condition or warranty of goods or services implied by law.
- 10 liability arising from any action for damages brought against YOU in any country outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 11 liability arising in connection with work on or at any:
 - a) power station or nuclear installation;
 - b) i. offshore oil/gas installation; and/or
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
 - c) chemical works;
 - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
 - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
 - f) underground mine or colliery; and/or
 - g) railways and associated equipment, or rolling stock.
- 12 liquidated damages, penalties, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 13 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
 - a) any vessel or craft designed to travel through air or space including unmanned aerial vehicles (UAVs), drones, radio-controlled aircraft or other aerial devices;
 - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
 - c) any railway, siding or rolling stock.
- 14 liability arising from any PRODUCTS which are, to YOUR knowledge, used:
 - a) in craft designed to travel through air, space or water and which affect or could affect the navigation, propulsion, safety, air worthiness or sea worthiness of the craft;
 - b) in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installation;
 - c) in the pharmaceutical industry involving the manufacture or formulation of drugs or medical supplies; and/or
 - d) in or as medical equipment or devices for internal, invasive and/or critical use in or on the human body.
- 15 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
- 16 any EXCESS shown on YOUR schedule.

Special Condition

The special conditions and warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

Limit of Indemnity

The most WE will pay including COSTS will not exceed the limit of indemnity shown on YOUR schedule:

- 1 if any part of YOUR claim is for legal liability which arises; and/or
- 2 for any action for damages brought;
outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union.

Underground Services

If YOU are involved in any digging, drilling, boring, earth moving or excavation work, YOU must, before commencing any work:

- 1 ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of damage to them;
- 2 communicate the location of these underground services to EMPLOYEES or contractors carrying out such WORK on YOUR behalf; and
- 3 prepare and retain a written record of the measures taken to locate these underground services.

Use of Heat

If YOU use any electric, oxyacetylene or similar welding cutting grinding or sawing equipment, blow lamps, blow torches or similar equipment which is the source of heat or sparks, YOU must ensure that the following precautions are put into effect each time such equipment is used:

- 1 make available for immediate use a suitable fire extinguisher which has been maintained;
- 2 where possible, move combustible material or components susceptible to hot works to at least 10 metres from the point of application of heat or sparks. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields, screens or insulating material to protect the PROPERTY;
- 3 where the heat work is being carried out on combustible floors, protect them with fire-resistant materials;
- 4 complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat;
- 5 ensure all heat equipment is:
 - a) used in accordance with the manufacturer's instructions;
 - b) attended at all times while alight or in operating mode; and
 - c) extinguished immediately after use;
- 6 where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
- 7 carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material.

If YOU fail to comply with any of these precautions and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

Environmental Liability

YOUR Environmental Liability insurance does not cover certain activities. Please refer to Exclusion 1 and contact YOUR local office if further guidance is required.

Definitions

ACTIVE ASBESTOS INCIDENT

A discharge, disposal, migration, release or escape of asbestos into the air as a result of asbestos abatement activities at the INSURED PREMISES that are performed:

- 1 by persons both licensed and qualified in such asbestos abatement activities; and
- 2 in accordance with applicable laws.

BIODIVERSITY

Land, air, water, groundwater, drinking water supplies and fish, wildlife, biota and their habitats.

BIODIVERSITY DAMAGE

INJURY to or DAMAGE sustained by or destruction of land, water, protected species or natural habitats for which YOU are legally responsible under:

- 1 The Environmental Damage (Prevention and Remediation) (England) Regulations 2009;
- 2 The Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009;
- 3 The Environmental Damage (Prevention and Remediation) (Northern Ireland) Regulations 2009;
- 4 The Environmental Liability (Scotland) Regulations 2009;

as applicable and as amended.

BIODIVERSITY SERVICE

The functions performed by a BIODIVERSITY for the benefit of other BIODIVERSITY or for the public.

COMPENSATORY REMEDIATION COSTS

Reasonable expenses incurred to the extent required by ENVIRONMENTAL LAW in providing additional improvements to BIODIVERSITY at either the DAMAGED location or at an alternative location to compensate for the interim loss of BIODIVERSITY pending recovery through PRIMARY REMEDIATION COSTS or otherwise.

COMPLEMENTARY REMEDIATION COSTS

Reasonable expenses incurred in providing BIODIVERSITY and/or BIODIVERSITY SERVICES to the extent required by ENVIRONMENTAL LAW as a consequence of the DAMAGED BIODIVERSITY not having been returned to the condition that would have existed at the time of the DAMAGE had the DAMAGE not occurred.

COSTS

LEGAL COSTS and PROSECUTION COSTS.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

COVERED OPERATION

Operations performed by YOU or on YOUR behalf in connection with YOUR BUSINESS at locations owned or occupied by YOUR customer.

ENVIRONMENTAL DAMAGE

Environmental Damage shall have the definition specifically provided in:

- 1 The Environmental Damage (Prevention and Remediation) (England) Regulations 2009;
- 2 The Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009;
- 3 The Environmental Damage (Prevention and Remediation) (Northern Ireland) Regulations 2009;
- 4 The Environmental Liability (Scotland) Regulations 2009;

as applicable and as amended.

ENVIRONMENTAL LAW

Any law governing YOUR liability with respect to POLLUTION CONDITIONS or ENVIRONMENTAL DAMAGE.

FLY TIPPING

The unauthorised dumping of waste on the INSURED PREMISES or at the site of any COVERED OPERATION not licensed to receive it.

FUNGI

Any type or form of fungus including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

INSURED PREMISES

The premises shown:

- 1 on YOUR schedule under any other section insured by this policy; and/or
- 2 in the Insured Premises endorsement.

LEGAL COSTS

All costs and expenses that YOU incur with OUR prior written consent, to defend a civil claim which is covered by this section. Such costs are to be paid at OUR discretion, taking into account the prospects of YOUR defence succeeding.

The following are excluded:

- 1 PROSECUTION COSTS;
- 2 costs incurred in connection with any regulatory or criminal proceedings.

PASSIVE ASBESTOS EXPOSURE

Exposure to asbestos or asbestos containing materials other than as a result of any asbestos abatement activities or other deliberate removal or disturbance activities at the INSURED PREMISES.

POLLUTION CONDITION

The discharge, dispersal, release, escape, migration or seepage in, on or under land, structures thereon, the atmosphere, surface water or groundwater of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant including smoke, soot, vapours, fumes, acids, alkalis, chemicals, FUNGI, hazardous substances, hazardous materials and waste materials.

PRIMARY REMEDIATION COSTS

Reasonable expenses incurred with OUR written consent in the investigation, quantification, monitoring, abatement, removal, disposal, treatment, neutralisation or immobilisation of POLLUTION CONDITIONS to the extent required by ENVIRONMENTAL LAW including:

- 1 reasonable legal costs incurred with OUR written consent; and
- 2 expenses necessarily incurred in the repair or replacement of PROPERTY due to DAMAGE sustained in the course of responding to a POLLUTION CONDITION other than expenses incurred in respect of any improvements or betterments.

PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS where the work undertaken by YOU or on YOUR behalf does not involve installation, construction, erection or alteration of such goods at the site of THE WORKS.

PROPERTY DAMAGE

DAMAGE to PROPERTY, loss of use of PROPERTY which is not physically damaged, reduction in value of PROPERTY of a third party, or BIODIVERSITY DAMAGE.

PROSECUTION COSTS

All costs and expenses that YOU incur with OUR prior written consent to:

- 1 defend criminal proceedings brought against YOU by an environmental regulator for any breach of statutory duty, resulting in accidental INJURY or DAMAGE to PROPERTY covered by this section;
- 2 represent YOU at a Coroner's Inquest or Fatal Inquiry for any breach of statutory duty, resulting in accidental INJURY or DAMAGE to PROPERTY covered by this section.

Cover for PROSECUTION COSTS is provided at OUR discretion, taking into account the prospects of successfully defending the relevant proceedings or securing a favourable finding at a Coroner's Inquest or Fatal Inquiry and/or any subsequent claim which may be presented in respect of the relevant proceedings and which may be covered by this section.

PROSECUTION COSTS does not include:

- 1 LEGAL COSTS.
- 2 YOUR liability to pay or contribute towards court costs or the court costs of the prosecuting agency or environmental regulator.

REGULATORY ACTION

Any action taken or any liability imposed by any REGULATORY AUTHORITY under ENVIRONMENTAL LAW.

REGULATORY AUTHORITY

Any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under ENVIRONMENTAL LAW.

REMEDATION COSTS

- 1 PRIMARY REMEDIATION COSTS;
- 2 COMPLEMENTARY REMEDIATION COSTS;
- 3 COMPENSATORY REMEDIATION COSTS.

RESPONSIBLE OFFICIAL

The EMPLOYEE, officer or partner who is or was responsible for environmental matters, control or compliance at the INSURED PREMISES or COVERED OPERATION.

RETROACTIVE DATE

The inception date of this cover is shown on YOUR schedule and will remain unaltered while this insurance remains in force.

In respect of any INSURED PREMISES added subsequent to the inception date stated in the above paragraph the retroactive date will be the date on which WE accepted the INSURED PREMISES in writing.

If YOU provide evidence that YOU previously purchased and continuously maintained Environmental Liability insurance which is materially the same as the cover provided by this section in respect of the INSURED PREMISES from another insurer the retroactive date will be the inception date of that earlier insurance.

THE WORKS

Permanent and temporary works undertaken by YOU in the course of YOUR BUSINESS including:

- 1 materials intended for incorporation within them;
- 2 temporary works and temporary buildings; and
- 3 plant, tools and equipment;

for use in connection with the works.

TRANSPORTATION

The movement of YOUR PRODUCTS or waste by a person or entity other than YOU engaged in the business of transporting property, until such PRODUCTS or waste arrive at the boundaries of their final destination.

The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY to any person;
- 2 PROPERTY DAMAGE;
- 3 trespass, nuisance or obstruction; and/or
- 4 BIODIVERSITY DAMAGE;

arising out of any POLLUTION CONDITION or ENVIRONMENTAL DAMAGE which:

- 1 is on, at, under or migrating from the INSURED PREMISES;

- 2 results from any COVERED OPERATION; or
- 3 is caused by YOUR PRODUCTS or waste during TRANSPORTATION.

WE will indemnify YOU provided that the claim is made against YOU during the PERIOD OF INSURANCE and notified to US during the same PERIOD OF INSURANCE or within 60 days of its expiry.

WE will also pay on YOUR behalf:

- 1 COSTS; and
- 2 REMEDIATION COSTS that YOU are ordered to pay by an environmental REGULATORY AUTHORITY.

The most WE will pay for all damages, COSTS and REMEDIATION COSTS arising from, out of, or in connection with any one source or original cause will be limit of indemnity shown on YOUR schedule.

Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Court Attendance Expenses

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section, WE will pay:

- | | | |
|---|----------------------|----------------------|
| 1 | YOU or YOUR director | £500 per day; and/or |
| 2 | any other EMPLOYEE | £300 per day. |

Cross Liabilities

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

Indemnity to Other Parties

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
 - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
 - b) any of YOUR directors or EMPLOYEES;in their respective capacities as such;
- c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
- d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
- e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

Mitigation Costs

If YOU discover a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE on the INSURED PREMISES arising from an accidental and unforeseeable event, WE will pay any reasonable expenses incurred by YOU solely to avert and/or minimise the imminent risk of a liability which would be covered by this section. Such expenses incurred will be payable only with OUR prior consent.

Exclusions

WE will not pay for:

- 1 liability arising from the following activities undertaken by YOU or persons present on the INSURED PREMISES with YOUR permission:
 - a) abstraction and supply of potable water;
 - b) clothing dying and cleaning;
 - c) ferrous and non-ferrous metal smelting and extraction;
 - d) sale, supply and distribution of fuel (other than solid fuels);
 - e) mining and quarrying;
 - f) steel milling;
 - g) any speculative property developing where there is no principal or any development activity on brownfield sites;
 - h) activities with waste that require a licence, permit or exemption; or,
 - i) waste disposal contracting, transport of waste, landfilling, treatment of water or waste.

This exclusion does not apply to:

- a) farmers and growers spreading their own agricultural land with own or third party organic material and animal or crop by-products for the purposes of improving or maintaining soil condition; and
- b) the temporary storage of third party organic material and animal or crop by-products on their farm for imminent own use;

provided such spreading and storage complies with all relevant Environment Agency requirements.

- 2 INJURY to any EMPLOYEE.

- 3 liability arising out of or related in any way to:
 - a) asbestos or asbestos containing materials; or
 - b) lead or lead-containing materials;on or in structures.

This exclusion does not apply:

- a) in respect of INJURY or COSTS resulting from:
 - i. a PASSIVE ASBESTOS EXPOSURE; or
 - ii. an ACTIVE ASBESTOS INCIDENT that is migrating from the boundaries of the INSURED PREMISES; provided that the PASSIVE ASBESTOS EXPOSURE or ACTIVE ASBESTOS INCIDENT giving rise to the claim must start after the RETROACTIVE DATE;
- b) to abatement work performed on YOUR behalf by a subcontractor who holds a valid certificate authorising them to carry out such work and has valid insurance in respect of liability arising from such work; and/or
- c) the inadvertent disturbance of lead-based paint and/or materials containing asbestos during the course of performing COVERED OPERATIONS.

- 4 DAMAGE to, loss of use of, or reduction in value of:
 - a) PROPERTY belonging to or in the custody or control of YOU or any EMPLOYEE or YOUR agent; or
 - b) INSURED PREMISES or COVERED OPERATION including land or contents leased, let, rented or hired to YOU in connection with YOUR BUSINESS.

This exclusion does not apply to REMEDIATION COSTS.

- 5 liability arising from a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE which commenced prior to the RETROACTIVE DATE.
- 6 liquidated damages, penalties, fines, aggravated damages, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 7 liability arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any REGULATORY AUTHORITY or executive judicial or administrative order by YOU or by a RESPONSIBLE OFFICIAL.
- 8 claims which are the subject of indemnity under the Public Liability cover of the Public and Product Liability insurance, Contractors' Public Liability insurance, or Property Owners' Liability insurance, or would be but for the limit of indemnity applicable thereto.

- 9 the escape of any substance from a store including reservoirs, tanks and lagoons and/or their associated piping, accessories, fixtures and fittings, where:
 - a) more than 10% of such store is below ground; and
 - b) YOU knew about the presence of such store.
- 10 liability arising:
 - a) from professional advice or professional services given by YOU for a fee;
 - b) from the design, plan, formula or specification of PRODUCTS or work for a fee; and/or
 - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
- 11 liability arising from FLY TIPPING.
- 12 liability arising out of or in any way related to PRODUCTS other than:
 - a) PRODUCTS remaining in YOUR custody or control; or
 - b) any food or drink sold or supplied to visitors for consumption on YOUR premises.
- 13 claims if the Public Liability cover under the Public and Product Liability insurance, Contractors' Public Liability insurance or Property Owners' Liability insurance is subject to a Pollution Exclusion endorsement.
- 14 claims made against YOU in any country outside the United Kingdom, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 15 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
 - a) for which road traffic legislation requires compulsory insurance; and/or
 - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

 - a) loading and unloading;
 - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance is required; or
 - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
- 16 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
 - a) any vessel or craft designed to travel through air or space;
 - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
 - c) any railway, siding or rolling stock.
- 17 liability which arises solely due to a contract or agreement other than:
 - a) liability imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986;
 - b) liability arising from any condition or warranty of goods implied by law; or
 - c) liability assumed under the terms of any contract for:
 - i. the construction, alteration, repair or renovation of PROPERTY or the installation of anything in such PROPERTY; or
 - ii. INJURY or DAMAGE to PROPERTY other than THE WORKS arising in connection with any contract described in i. above.
- 18 any EXCESS shown on YOUR schedule.

- 19 liability arising in connection with work on or at any:
- a) power station or nuclear installation;
 - b) i. offshore oil/gas installation; and/or
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
 - c) chemical works;
 - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
 - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
 - f) underground mine or colliery; and/or
 - g) railways and associated equipment, or rolling stock.
- 20 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
- 21 liability, in connection with YOUR farming and growing activities only, arising from:
- a) the production, supply or presence on YOUR premises of any genetically modified crop, where liability may be attributed directly or indirectly to the genetic characteristics of such crop;
 - b) the spread or threat of spread of genetically modified organism characteristics; and/or
 - c) any change to the environment arising from research into, testing of or production of genetically modified organisms.
- 22 liability in connection with communicable diseases based upon or arising from exposure to infected individuals or animals or contact with bodily fluids of infected individuals or animals.
This exclusion applies in addition to General Exclusion 5.
- 23 liability arising from invasive plant species, including but not limited to, Giant Hogweed, Himalayan Balsam, Japanese Knotweed and Water Primrose.

Special Conditions

The special conditions and warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

Claims Requirement

YOU will not incur any REMEDIATION COSTS without OUR written consent, except in the event of an imminent and substantial threat to human health or the environment.

Inspection and Audit

WE will have the right but not the duty to inspect the INSURED PREMISES or COVERED OPERATION and to take samples therefrom. Such right and any resultant findings will not imply that such INSURED PREMISES or COVERED OPERATION are safe or in compliance with any law.

Previous Notifications

If YOU notify US of any facts, circumstances or events relating to the same originating source or cause which YOU have notified to US previously, the notification shall be deemed to have been made on the date of the previous notification.

Commercial Legal Expenses

Definitions

ACAS

Advisory Conciliation and Arbitration Service.

ADMINISTRATOR

ARAG Legal Expenses Insurance Company Limited who administer the claims service for this section on OUR behalf. The ADMINISTRATOR's details are as follows: arag.co.uk

Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW
Registered in England and Wales. Company Number 103274

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

ADMINISTRATOR'S STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount the ADMINISTRATOR will pay to a REPRESENTATIVE) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

COSTS AND EXPENSES

- 1 All reasonable, proportionate and necessary costs chargeable by the REPRESENTATIVE and agreed by the ADMINISTRATOR in accordance with the ADMINISTRATOR's STANDARD TERMS OF APPOINTMENT.
- 2 The costs incurred by opponents in civil cases if the INSURED PERSON has been ordered to pay them, or the INSURED PERSON pays them with the ADMINISTRATOR's agreement.

COUNTRIES COVERED

- 1 For Legal Defence cover (excluding 5 - Statutory Notice Appeals) and Bodily Injury cover:
The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- 2 For all other covers:
The United Kingdom, the Isle of Man, and the Channel Islands.

DATE OF OCCURRENCE

- 1 For civil cases (other than as specified under 3 to 8 below), the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events (This is the date the event happened, which may be before the date YOU or an INSURED PERSON first became aware of it);
- 2 For criminal cases, the date of occurrence is when the INSURED PERSON commenced or is alleged to have commenced to violate the criminal law in question;
- 3 For Contract Disputes, the date of occurrence is when the INSURED PERSON could reasonably be expected to become aware of the breach of contract;
- 4 For TAX ENQUIRIES, the date of occurrence is when HM Revenue & Customs, or the relevant authority, first notifies in writing the intention to make enquiries;
- 5 For EMPLOYER COMPLIANCE DISPUTES and VAT DISPUTES, the date of occurrence is the date the dispute arises during the PERIOD OF INSURANCE following the issue of an assessment, written decision or notice of a civil penalty;
- 6 For Statutory Notice Appeals, the date when the INSURED PERSON is issued with the relevant notice and has the right to appeal;
- 7 For Statutory Licence Appeal, the date when YOU first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel YOUR licence, mandatory registration or British Standard Certificate of Registration;
- 8 For Public Rights of Way, the date when YOU first became aware of the definitive map modification order made by a surveying authority.

EMPLOYER COMPLIANCE DISPUTE

A dispute with HM Revenue & Customs concerning YOUR compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

INSURED PERSON

YOU and YOUR directors, partners, managers and EMPLOYEES.

PREFERRED LAW FIRM or TAX CONSULTANCY

A law firm, barrister or tax expert the ADMINISTRATOR chooses to provide legal services. These specialists are chosen as they have the proven expertise to deal with YOUR claim and must comply with the ADMINISTRATOR's agreed service standard levels, which the ADMINISTRATOR audits regularly. They are appointed according to the ADMINISTRATOR's STANDARD TERMS OF APPOINTMENT.

REASONABLE PROSPECTS

- 1 For civil cases, the prospects that the INSURED PERSON will recover losses or damages, or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that the ADMINISTRATOR has agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. The ADMINISTRATOR, or a PREFERRED LAW FIRM or a TAX CONSULTANCY on their behalf, will assess what the prospects of success are;
- 2 For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

REPRESENTATIVE

The PREFERRED LAW FIRM, law firm, TAX CONSULTANCY, accountant or other suitably qualified person the ADMINISTRATOR will appoint to act on the INSURED PERSON's behalf.

TAX ENQUIRY

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- 1 includes a request to examine any aspect of YOUR books and records; or
- 2 advises a check of YOUR whole tax return.

VAT DISPUTE

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to YOUR VAT affairs.

The Cover

WE agree to provide the insurance described in this section for YOU (or where specified the INSURED PERSON) in respect of any insured incident arising in connection with the BUSINESS shown in YOUR schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 REASONABLE PROSPECTS exist for the duration of the claim;
- 2 the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF INSURANCE;
- 3 any legal proceedings will be dealt with by a court, or other body which the ADMINISTRATOR agrees to, within the COUNTRIES COVERED; and
- 4 the insured incident happens within the COUNTRIES COVERED.

WE will pay:

- 1 a REPRESENTATIVE, on YOUR behalf, COSTS AND EXPENSES incurred following an insured incident, and any compensation awards that the ADMINISTRATOR has agreed to, provided that:
 - a) the most WE will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, for COSTS AND EXPENSES and compensation awards claims, is shown as the limit of indemnity on YOUR schedule;
 - b) in respect of an appeal or the defence of an appeal, YOU must tell the ADMINISTRATOR within the time limits allowed that YOU want to appeal. Before WE pay the COSTS AND EXPENSES for appeals, the ADMINISTRATOR must agree that REASONABLE PROSPECTS exist;
 - c) for an enforcement of judgment to recover money and interest due to YOU after a successful claim under this policy, the ADMINISTRATOR must agree that REASONABLE PROSPECTS exist;
 - d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most WE will pay in COSTS AND EXPENSES is the value of the likely award;
 - e) in respect of Legal Defence, Section 6, Jury service and court attendance, the maximum WE will pay is the INSURED PERSON's net salary or wages for the time that the INSURED PERSON is attending court or tribunal, less any amount YOU, the court or tribunal pays;
 - f) the most WE will pay for the total of all compensation awards under insured incident Compensation Awards in any one PERIOD OF INSURANCE shall not exceed £1,000,000. This limit will form part of and not in addition to the limit of indemnity.

Covers

Employment Disputes and Compensation Awards

Please refer to YOUR schedule to see if this is operative.

Employment Disputes

WE will pay COSTS AND EXPENSES to defend YOUR legal rights:

- 1 before the issue of legal proceedings in a court or tribunal following the dismissal of an EMPLOYEE;
- 2 in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3 in legal proceedings in respect of any dispute relating to:
 - a) a contract of employment with YOU; or
 - b) an alleged breach of the statutory rights of an EMPLOYEE, prospective EMPLOYEE or ex-EMPLOYEE under employment legislation.

WE will not pay for any claim relating to the following:

- 1 unless equivalent Legal Expenses insurance was continuously in force immediately prior to the inception of this section:
 - a) any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section;
 - b) any dispute with an EMPLOYEE who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section if the DATE OF OCCURRENCE was within the first 180 days of the indemnity provided by this section;
 - c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section;

- 2 damages for personal injury or loss of or damage to PROPERTY;
- 3 Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005;
- 4 employee internal disciplinary or grievance procedures; and/or
- 5 pursuing YOUR legal rights.

Compensation Awards

WE will pay:

- 1 any basic and compensatory award; and/or
- 2 an order for compensation or damages following a breach of YOUR statutory duties under employment legislation;

in respect of a claim the ADMINISTRATOR has accepted under Employment Disputes.

Provided that:

- 1 in cases relating to performance and/or conduct, YOU have throughout the employment dispute either:
 - a) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c) sought and followed advice from the ADMINISTRATOR's legal advice service;
- 2 for an order of compensation following YOUR breach of statutory duty under employment legislation YOU have at all times sought and followed advice from the ADMINISTRATOR's legal advice service since the date when YOU should have known about the employment dispute;
- 3 for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, YOU have sought and followed advice from the ADMINISTRATOR's legal advice service before starting any redundancy process or procedure with YOUR EMPLOYEES;
- 4 the compensation is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by the ADMINISTRATOR.

Please note that the total amount payable by US for all compensation awards and any sums of money in settlement of a dispute, in any one PERIOD OF INSURANCE, is £1,000,000. This limit will form part of and not in addition to the limit of indemnity.

For provisos 1c), 2 and 3 above YOU can telephone the ADMINISTRATOR on **0117 934 0571**.

WE will not pay for:

- 1 any compensation award relating to the following:
 - a) trade union activities, trade union membership or non-membership;
 - b) pregnancy or maternity rights, paternity, parental or adoption rights;
 - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; and/or
 - d) statutory rights in relation to trustees of occupational pension schemes;
- 2 non-payment of money due under the relevant contract;
- 3 any award ordered because YOU have failed to provide relevant records to EMPLOYEES under the National Minimum Wage laws;
- 4 a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal; and/or
- 5 any settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure (including settlement agreements).

Employee Civil Legal Defence

WE will pay:

COSTS AND EXPENSES to defend the INSURED PERSON's (other than YOUR) legal rights if an event arising from their work as an EMPLOYEE leads to civil action being taken against them:

- 1 under legislation for unlawful discrimination; or
- 2 as a trustee of a pension fund set up for the benefit of YOUR EMPLOYEES;

WE will only provide cover for an INSURED PERSON (other than YOU) at YOUR request.

Service Occupancy

WE will pay:

COSTS AND EXPENSES to pursue a dispute with an EMPLOYEE or ex-EMPLOYEE to recover possession of PREMISES owned by, or for which YOU are responsible.

WE will not pay for any claim relating to defending YOUR legal rights other than defending a counter-claim that is an insured incident under this policy.

Legal Defence

Please refer to YOUR schedule to see if this is operative.

WE will pay COSTS AND EXPENSES to defend the INSURED PERSON's legal rights relating to the following, provided that YOU request the ADMINISTRATOR to provide cover for the INSURED PERSON:

1 Criminal pre-proceedings cover

Prior to the issue of legal proceedings when dealing with the police, or other body with criminal investigatory powers, where it is alleged that the INSURED PERSON has or may have committed a criminal offence.

Provided that for claims relating to the Health and Safety at Work etc Act 1974, the COUNTRIES COVERED shall be any place where the Act applies.

Please note WE will only cover criminal investigations which arise in direct connection with the activities of the BUSINESS shown in YOUR schedule.

WE will not pay for any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2 Criminal prosecution defence

Following an event which leads to the INSURED PERSON being prosecuted in a court of criminal jurisdiction.

Provided that for claims relating to the Health and Safety at Work etc Act 1974, the COUNTRIES COVERED shall be any place where the Act applies.

Please note WE will only cover criminal prosecutions which arise in direct connection with the activities of the BUSINESS shown in YOUR schedule.

WE will not pay for any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3 Data Protection

If civil action is taken against the INSURED PERSON for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a) an individual. WE will also pay any compensation award in respect of such a claim.
- b) another data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note WE will not pay any compensation award in respect of such a claim.

Provided that:

- a) in respect of 3a) any sum of money in settlement of a dispute is awarded by a court under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by the ADMINISTRATOR; and
- b) prior to the DATE OF OCCURRENCE, YOU have registered with the Information Commissioner.

WE will not pay for any claim related to:

- a) the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see special exclusion 3 - Court awards and fines;

- b) the loss, alteration, corruption or distortion of, or damage to stored personal data; and/or
 - c) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.
- 4 Wrongful arrest
If civil action is taken against YOU for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the PERIOD OF INSURANCE.
- 5 Statutory Notice Appeals
In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting YOUR BUSINESS.
- WE will not pay for any claim related to:
- a) an appeal against the imposition or terms of any Statutory Notice issued in connection with YOUR licence, mandatory registration or British Standard Certificate of Registration;
 - b) a Statutory Notice issued by an INSURED PERSON's regulatory or governing body; and/or
 - c) any appeal which does not follow (or is not eligible to follow) the appeals process set out in the legislation under which the relevant notice has been issued.
- 6 Jury service and court attendance
An INSURED PERSON's absence from work:
- a) to perform jury service; or
 - b) to attend any court or tribunal at the request of the REPRESENTATIVE.

The maximum WE will pay is the INSURED PERSON's net salary or wages for the time that they are absent from work less any amount YOU, the court or tribunal, have paid them.

WE will not pay for any claim where YOU are unable to prove YOUR loss.

Statutory Licence Appeal

Please refer to YOUR schedule to see if this is operative.

WE will pay:

COSTS AND EXPENSES for an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel YOUR licence, mandatory registration or British Standard Certificate of Registration.

WE will not pay for a claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration; and/or
- 2 the ownership, driving or use of a motor vehicle.

Contract Disputes

Please refer to YOUR schedule to see if this is operative.

WE will pay:

- 1 COSTS AND EXPENSES relating to a contractual dispute arising from an agreement or an alleged agreement which has been entered into by YOU or on YOUR behalf for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or buildings.

Provided that:

- 1 the amount in dispute exceeds £500 (including value added tax);
- 2 if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500; and
- 3 if the dispute relates to money owed to YOU, a claim under the section is made within 90 days of the money becoming due and payable.

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule;
- 2 a dispute arising from an agreement entered into prior to the start of the policy if the DATE OF OCCURRENCE is within the first 90 days of the cover provided by the policy, unless equivalent legal expenses insurance was in force immediately before.

- 3 any claim relating to:
 - a) the settlement payable under an insurance policy;
 - b) a loan, mortgage, pension, guarantee or any other financial product. However, WE will cover a dispute with a professional adviser in connection with these matters; and/or
 - c) a motor vehicle owned by, or hired or leased to YOU other than agreements relating to the sale of motor vehicles where YOU are engaged in the business of selling motor vehicles;
- 4 a dispute with an EMPLOYEE or ex-EMPLOYEE which arises out of, or relates to, a contract of employment with YOU;
- 5 a dispute arising from or relating to the renewal of a lease or tenancy agreement, or a rent review;
- 6 a dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services; or
 - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to YOUR own specification; and/or
- 7 the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Debt Recovery

Please refer to YOUR schedule to see if this is operative.

WE will pay:

- 1 COSTS AND EXPENSES relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- 1 the debt exceeds £200 (including value added tax);
- 2 YOU have exhausted all YOUR credit control procedures before YOU report the claim; and
- 3 The ADMINISTRATOR has the right to select the method of enforcement, or to forego enforcing judgment if the ADMINISTRATOR is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

WE will not pay for:

- 1 any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the cover provided by the policy, unless equivalent legal expenses insurance was in force immediately before.
- 2 WE will not pay any claim relating to the following:
 - a) the settlement payable under an insurance policy;
 - b) a lease, licence or tenancy of land or buildings, or the sale or purchase of land or buildings;
 - c) a loan, mortgage, pension, guarantee or any other financial product. However, WE will cover a dispute with a professional adviser in connection with these matters; and/or
 - d) a motor vehicle owned by, or hired or leased to YOU, other than agreements relating to the sale of motor vehicles where YOU are engaged in the business of selling motor vehicles;
- 3 a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services;
- 4 the recovery of money and interest due from another party where the other party indicates that a defence exists; and/or
- 5 any dispute which arises from debts YOU have purchased from a third party.

Property Protection

Please refer to YOUR schedule to see if this is operative.

WE will pay:

COSTS AND EXPENSES relating to a civil dispute relating to PROPERTY which is owned by YOU, or is YOUR responsibility, following:

- 1 any event which causes physical damage to such PROPERTY; or
- 2 a legal nuisance (meaning any unlawful interference with YOUR use or enjoyment of YOUR land, or some right over, or in connection with it); or
- 3 a trespass.

Please note that YOU must have established the legal ownership or right to the land that is the subject of the dispute.

WE will not pay for any claim relating to:

- 1 a contract YOU have entered into;
- 2 goods in transit or goods lent or hired out;
- 3 goods at PREMISES other than those occupied by YOU unless the goods are at such PREMISES for the purpose of installations or use in work to be carried out by YOU;
- 4 mining subsidence;
- 5 defending YOUR legal rights other than in defending a counter-claim;
- 6 a motor vehicle owned or used by, or hired or leased to an INSURED PERSON (other than damage to motor vehicles where YOU are engaged in the business of selling motor vehicles);
- 7 the enforcement of a covenant by or against YOU; and/or
- 8 the first £250 of any claim for legal nuisance or trespass. This is payable by YOU as soon as WE accept the claim.

Public Rights of Way

Please refer to YOUR schedule to see if this is operative.

WE will pay:

COSTS AND EXPENSES when opposing a definitive map modification order made by a surveying authority under s.53 (2) Wildlife and Countryside Act 1981.

Bodily Injury

Please refer to YOUR schedule to see if this is operative.

WE will pay:

- 1 at YOUR request, COSTS AND EXPENSES for an INSURED PERSON's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

WE will not pay for any claim relating to:

- 1 any bodily injury which develops gradually;
- 2 psychological injury or mental illness unless the condition is caused by a specific or sudden accident that has caused physical bodily injury; and/or
- 3 defending an INSURED PERSON's or their family members' legal rights other than in defending a counter claim.

Tax Protection

Please refer to YOUR schedule to see if this is operative.

WE will pay COSTS AND EXPENSES in respect of:

- 1 a TAX ENQUIRY
- 2 an EMPLOYER COMPLIANCE DISPUTE; and/or
- 3 a VAT DISPUTE

Provided that in respect of any Tax Protection cover, YOU have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

WE will only cover tax claims which arise in direct connection with the activities of the BUSINESS shown in YOUR schedule. Please see paragraph 1 of 'The Cover' at the beginning of the Commercial Legal Expenses section.

WE will not pay for COSTS AND EXPENSES in respect of:

- 1 any claim arising from a tax avoidance scheme;
- 2 any claim caused by YOUR failure to register for Value Added Tax or Pay As You Earn;
- 3 any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences; and/or
- 4 any claim relating to import or excise duties and import VAT.

Special Exclusions

WE will not pay:

1 Late reported claims

A claim where YOU have failed to notify the ADMINISTRATOR of the insured incident within a reasonable time of it happening and where this failure adversely affects the REASONABLE PROSPECTS of a claim or the ADMINISTRATOR considers OUR position has been prejudiced.

2 Costs the ADMINISTRATOR has not agreed

COSTS AND EXPENSES incurred before the ADMINISTRATOR's written acceptance of a claim.

If COSTS AND EXPENSES are incurred WE will not pay these unless the ADMINISTRATOR subsequently agrees. Where the ADMINISTRATOR has agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person YOU have appointed. Under the terms of this section, COSTS AND EXPENSES will be paid on the basis of the ADMINISTRATOR's STANDARD TERMS OF APPOINTMENT.

3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders YOU to pay, other than compensation awards for insured incidents under the Employment Disputes and Compensation Awards and Legal Defence covers.

4 Legal action the ADMINISTRATOR has not agreed to

Any legal action YOU take that the ADMINISTRATOR or the REPRESENTATIVE have not agreed to, or where YOU do anything that hinders the ADMINISTRATOR or the REPRESENTATIVE.

5 Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

6 Deliberate acts

Any insured incident deliberately or intentionally caused by YOU.

7 Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by YOU.

8 Defamation

Any claim relating to written or verbal remarks that damage YOUR reputation.

9 A dispute with US or the ADMINISTRATOR

A dispute with US or the ADMINISTRATOR, not otherwise dealt with under the Complaints section of YOUR policy.

10 Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the BUSINESS shown in YOUR schedule.

11 Judicial review

COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

12 Claims under this section of the policy by a third party

Apart from US, YOU are the only person who may enforce all or any part of this section of YOUR policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of YOUR policy in relation to any third-party rights or interest.

13 Litigant in person

Any claim where YOU are not represented by a PREFERRED LAW FIRM, law firm, barrister or tax expert.

14 Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- a) YOU are declared bankrupt;
- b) YOU have filed a bankruptcy petition;
- c) YOU have filed a winding-up petition;
- d) YOU have made an arrangement with YOUR creditors;
- e) YOU have entered into a deed of arrangement;
- f) YOU are in liquidation; or
- g) part or all of YOUR affairs or property are in the care or control of a receiver or administrator.

This Special Exclusion does not apply to the covers of Employment Disputes and Compensation Awards and Legal Defence.

Special Conditions

The special conditions set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

1 Your legal representation

- a) On receiving a claim, if legal representation is necessary, the ADMINISTRATOR will appoint a PREFERRED LAW FIRM or TAX CONSULTANCY as the INSURED PERSON's REPRESENTATIVE to deal with the claim. They will try to settle the INSURED PERSON's claim by negotiation without having to go to court. However, the INSURED PERSON may choose a law firm to act as their REPRESENTATIVE;
- b) the ADMINISTRATOR will choose the REPRESENTATIVE to represent YOU in any proceedings where WE are liable to pay a compensation award;
- c) if an INSURED PERSON chooses a law firm as their REPRESENTATIVE who is not a PREFERRED LAW FIRM, the law firm must agree to the ADMINISTRATOR's STANDARD TERMS OF APPOINTMENT; and
- d) the REPRESENTATIVE must co-operate with US at all times and must keep US up to date with the progress of the claim.

2 Your responsibilities

- a) The INSURED PERSON must co-operate fully with US and the REPRESENTATIVE; and
- b) the INSURED PERSON must give the REPRESENTATIVE any instructions that WE ask them to.

3 Offers to settle a claim

- a) An INSURED PERSON must tell the ADMINISTRATOR if anyone offers to settle a claim. An INSURED PERSON must not negotiate or agree to a settlement without the ADMINISTRATOR's written consent.
- b) if an INSURED PERSON does not accept a reasonable offer to settle a claim, WE may refuse to pay further COSTS AND EXPENSES; and
- c) WE may decide to pay an INSURED PERSON the reasonable value of the claim, instead of starting or continuing legal action. In these circumstances the INSURED PERSON must allow the ADMINISTRATOR to take over and pursue or settle any claim in their name. The INSURED PERSON must also allow the ADMINISTRATOR to pursue at their own expense and for OUR own benefit, any claim for compensation against any other person and the INSURED PERSON must give the ADMINISTRATOR all the information and help that the ADMINISTRATOR needs to do so.

4 Assessing and recovering costs

- a) The INSURED PERSON must instruct the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited if the ADMINISTRATOR asks for this; and
- b) the INSURED PERSON must take every step to recover COSTS AND EXPENSES and court attendance and jury service expenses that WE have to pay and must pay US any amounts that are recovered.

5 Cancelling a REPRESENTATIVE's appointment

If the REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if the INSURED PERSON dismisses the REPRESENTATIVE without good reason, the cover WE provide will end immediately, unless the ADMINISTRATOR agrees to appoint another REPRESENTATIVE.

6 Withdrawing cover

If an INSURED PERSON settles or withdraws a claim without the ADMINISTRATOR's agreement, or does not give:

- a) suitable instructions to the REPRESENTATIVE, WE can withdraw cover and will be entitled to reclaim from the INSURED PERSON any COSTS AND EXPENSES WE have paid;
- b) if during the course of a claim REASONABLE PROSPECTS no longer exist the cover WE provide will end at once. WE will pay COSTS AND EXPENSES and compensation awards WE have agreed to, up to the date cover was withdrawn.

7 Expert opinion

If there is a disagreement between an INSURED PERSON and the ADMINISTRATOR on the merits of the claim or proceedings, or on a legal principle, the ADMINISTRATOR may suggest the INSURED PERSON obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the ADMINISTRATOR and the cost expressly agreed in writing between the INSURED PERSON and the ADMINISTRATOR.

Subject to this WE will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the INSURED PERSON will recover damages (or obtain any other legal remedy that the ADMINISTRATOR has agreed to) or make a successful defence. This does not affect the INSURED PERSON's rights under Special Condition 8.

8 Arbitration

If there is a disagreement between the INSURED PERSON and the ADMINISTRATOR about the handling of a claim and it is not resolved through OUR internal complaints procedure and YOU are a small business, YOU can contact the Financial Ombudsman Service for help. Details available from financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by YOU and the ADMINISTRATOR. If there is a disagreement over the choice of arbitrator, WE will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 Keeping to the policy terms

The INSURED PERSON must:

- a) keep to the terms and conditions of this policy;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to avoid incurring unnecessary costs;
- d) send everything the ADMINISTRATOR asks for, in writing, and
- e) report to the ADMINISTRATOR full and factual details of any claim as soon as possible and give the ADMINISTRATOR any information they need.

10 Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, WE will only pay OUR share of the claim, even if the other insurer refuses the claim.

11 Law that applies

This section of YOUR policy will be governed by English law.

All Acts of Parliament mentioned in this section of YOUR policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Helping you with your legal problems services

Please note that calls are recorded.

If YOU wish to speak to the legal teams about a legal problem, please phone the ADMINISTRATOR on **0117 934 0571**. The ADMINISTRATOR will ask YOU about YOUR legal issue and if necessary call back to give legal advice.

Making a claim

If YOUR issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone the ADMINISTRATOR on **0117 934 0571** and they will give YOU a reference number. At this point the ADMINISTRATOR will not be able to tell YOU whether the claim is covered or not, but the ADMINISTRATOR will pass the information YOU have provided to their claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before the ADMINISTRATOR has agreed that YOU should do so. If YOU do, WE will not pay the costs involved even if the ADMINISTRATOR accepts the claim.

Helpline Services

YOU can contact the ADMINISTRATOR's UK-based call centre 24 hours a day, seven days a week during the PERIOD OF INSURANCE. However, they may need to arrange to call YOU back depending on the enquiry. When phoning, please tell the ADMINISTRATOR that YOU are an NFU Mutual policyholder.

Legal Advice Service

Advice can be provided on any commercial legal problem affecting YOUR BUSINESS under the laws of the United Kingdom, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the legal advice service aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call YOU back at a time to suit YOU.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, the ADMINISTRATOR will refer YOU to one of their specialist advisers.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, the ADMINISTRATOR will arrange to call YOU back.

Tax Advice Service

The ADMINISTRATOR will give YOU confidential advice over the phone on any tax matters affecting YOUR BUSINESS, under the laws of the United Kingdom. This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, WE will arrange to call YOU back.

To contact the above services, phone the ADMINISTRATOR on **0117 934 0571** and state that YOU are an NFU Mutual policyholder.

Counselling

The ADMINISTRATOR 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, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, 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 US.

The counselling service helpline is open 24 hours a day, seven days a week.

To contact the counselling helpline, phone the ADMINISTRATOR on **0117 934 2121**. These calls are recorded.

The ADMINISTRATOR will not accept responsibility if the Helpline Services are unavailable for reasons the ADMINISTRATOR cannot control.

The Employment Manual

The ADMINISTRATOR's Employment Manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit the ADMINISTRATOR's website at arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/. All the sections of this web-based document can be printed off for YOUR own use. Contact the ADMINISTRATOR at employmentmanual@arag.co.uk with YOUR e-mail address, quoting YOUR policy number, and the ADMINISTRATOR will email to inform YOU of future updates to the information.

ARAG Businesslaw

What is ARAG Businesslaw?

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help YOU with the day-to-day running of YOUR BUSINESS, including comprehensive, current guidance on employment law, as well as helping YOU to manage its exposure to legal risk.

ARAG Businesslaw's document builders can help YOU quickly create documents such as:

- 1 HR policies
- 2 terms and conditions documentation
- 3 privacy statements
- 4 copyright and trademark licences
- 5 data protection policy
- 6 employee contracts
- 7 debt recovery letters

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow YOUR BUSINESS.

How do I get started?

- 1 visit aragbusinesslaw.co.uk;
- 2 enter DASNFUM100 into the 'voucher code' text box and press Validate Voucher;
- 3 fill out YOUR name and email address, create a password, and specify what type of BUSINESS YOU have;
- 4 validate YOUR email address by pressing the link in the confirmation email that YOU receive.

Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
 - a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
 - b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
 - c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in b) above on YOUR behalf;
 - d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
 - e) YOU cannot revoke the authority contained in a) or d) above, or the appointment contained in c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
 - a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
 - b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
 - c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
 - d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
 - e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
 - f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
 - g) "YOU" and "YOUR" refer to the policyholder.

If you'd like this document in large print, braille or audio, just contact us.

2025-08-01

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To find out more about how we use your personal information and your rights, please go to the [privacy policy](#) on our website.